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ABSTRACT

Twelve collective bargaining agreements between selected community college districts in Iowa and their respective faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are provided: Northeast Iowa Technical Institute, Iowa Lakes Community College, Northwest Iowa Technical College, Iowa Central Community College, Hawkeye Institute of Technology, Eastern Iowa Community College, Kirkwood Community College, Des Moines Area Community College, Western Iowa Tech Community College, Iowa Western Community College, Southwestern Community College and Southeastern Community College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; grievance procedures; health and safety provisions; evaluation procedures; seniority; reduction in force; voluntary and involuntary transfer; in-service training; personal and professional leaves of absence; working hours; insurance and fringe benefits; wages, salaries, and supplemental pay; severability; and the duration and termination of the agreement. Salary schedules and relevant forms are appended to many of the agreements. (EJV)

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ED294601

SELECTED COLLECTIVE BARGAINING AGREEMENTS
OF IOWA TWO-YEAR COLLEGES

Collected by the

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Washington, D.C.

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Collective Bargaining Agreement

Between

Northeast Iowa Technical Institute

and

Area One Higher Education Association

1987 - 1988

ARTICLE I

Full-time (FT) Unit Members

A. Length of Contract Year

The regular full-time contract shall be 190 days. A FT unit member assigned to an extended contract shall be paid at a per diem rate based upon 1/190th of his/her salary.

B. Payroll Periods

Payroll checks shall be issued twice a month. When a payroll date occurs during or on a school holiday, a calendar designated school vacation or a weekend, FT unit members shall receive their payroll checks on the last previous workday.

C. Use of Personal Vehicles

FT unit members required to use their personal vehicles for travel on school business shall be reimbursed at 20 cents per mile.

D. Salaries

The salary of each FT unit member shall be as set forth in Appendix A for 1987-1988.

E. Initial Placement

1. Each new FT unit member shall be placed on his/her proper lane and step of the salary schedule as of the effective date of this agreement.
2. Credit shall be given new FT unit members for previous outside teaching and work experience upon initial employment.

F. Step Increment

FT unit members shall be granted one step increment on the salary schedule for each year of satisfactory employment, as determined by evaluations under the evaluation procedures article until the maximum for their classification is reached.

G. Lane Change - Staff Development Units (SDUs)

FT unit members who move on the salary schedule shall move to the corresponding eligible step on the next lane. Movement from one lane to the next lane shall require fifteen (15) approved SDUs. When evidence is submitted on or by September 15 of the completion of fifteen (15) approved SDUs, then the FT unit member shall move from one lane to the next lane.

H. Dues Check-off

FT unit members shall have the right to dues check-off for Association membership.

I. Workweek

The contract workweek shall consist of no more than 35 hours, of which at least five (5) hours of preparation time shall be at the location of the unit member's discretion, with the immediate supervisor being notified of that location if off-campus. Any home hours used for preparation time shall not be included in the 35-hour workweek.

ARTICLE II

Part-time (PT) Unit Members

A. Payroll Checks

Payroll checks shall be issued once a month per submission of a properly completed time sheet.

B. Salaries

The salary of each PT unit member shall be as set forth in Appendix A for 1987-1988.

C. Initial Placement

1. Each new PT unit member shall be placed on his/her proper lane and step of the salary schedule as of the effective date of this agreement.
2. Credit shall be given new PT unit members for previous outside teaching and work experience upon initial employment.

D. Initial Hourly Rates

Initial hourly rates shall be determined by proper placement on the salary schedule and by then dividing that amount by 1,330 hours.

E. Step Increments

Salary schedule step advancement shall occur only when the PT unit member accrues 1,330 hours. When the 1,330 hours are realized, then the PT unit member shall advance one step effective at the beginning of the next contractual year.

F. Lane Change - Staff Development Units (SDUs)

PT unit members who move on the salary schedule shall move to the corresponding eligible step on the next lane. Movement from one lane to the next lane shall require fifteen (15) approved SDUs. When evidence is submitted on or by September 15 of the completion of fifteen (15) approved SDUs, then the PT unit member shall move from one lane to the next lane.

G. Use of Personal Vehicles

PT unit members required to use their personal vehicles for travel on school business shall be reimbursed at 20 cents per mile.

H. Insurance Eligibility

Insurance eligibility shall be determined as follows: 1,064 - 1,330 hours shall be 100% district paid, 665 - 1,063 hours shall be 50% district paid, 664 hours and less shall not be eligible for district insurance. Unit members that work at least 665 hours are eligible for insurance by payroll deductions.

I. Sick Leave

Sick leave will be granted on assigned work days for personal injury or illness provided that the PT unit members projected employment schedule is for 665 hours or more.

J. Dues Check-off

PT unit members shall have the right to dues check-off for Association membership.

K. Other

Only the following other articles of this agreement shall be applicable to PT unit members.

1. Article III - Insurance
2. Article IV - Leaves of Absence (A, E, F, G)
3. Article V - Reduction in Force (RIF) - Layoff and Recall
4. Article VII - Health and Safety
5. Article VIII - Grievance Procedure
6. Article IX - Evaluation Procedures
7. Article X - Personnel Files
8. Article XI - Duration

ARTICLE III

INSURANCE

A. Hospital/Medical and Dental

1. An eligible unit member and his/her dependents shall be provided a hospital/medical, major medical, and dental program. The Board shall contribute an amount equal to the full cost of either the single, family, or dependent premium, whichever is applicable to the eligible unit member's status.

2. If a unit member elects to participate in the Insurance Incentive Plan, then all of the following criteria shall be met. He/she must: (a) be eligible for the District's insurance program; (b) Prove coverage eligibility by submission, once a year, of the Request Form and of a signed copy of the most recent Department of the Treasury/Internal Revenue Service Form 1040; and (c) elect either single or no coverage. If all of the above criteria are timely met, then the unit member will receive an insurance incentive contribution of fifty percent (50%) of the difference paid by the district between the annual family and single premium on his/her last payroll check of August 16.

B. Term Life

1. Each eligible unit member shall be provided term life insurance at the rate of two times the unit member's annual salary rounded to the next highest thousand dollars.

2. Additional life insurance coverage may be obtained at the unit member's option and expense, if the carrier allows.

C. Long-Term Disability

Each eligible unit member shall be covered by a long-term disability insurance program paid for by the Board.

D. Workers' Compensation

All unit members shall be covered by the Board's Workers' Compensation policy for job-related injury.

E. Effective Coverage and Duration

Unit members new to the District shall be covered the first day of the month following the period covered by the unit member's first payroll check.

F. Liability

Unit members shall be covered by liability insurance for protection while in the proper performance of assigned duties.

ARTICLE IV

LEAVES OF ABSENCE

A. Sick Leave

All FT unit members after effective date of the contract or after having reported for duty, will be granted leave of absence for personal illness or injury with full pay for:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th year and subsequent years of employment	15 days

The above amounts shall apply only to consecutive years of employment in the District and unused portions shall be cumulative to a total of ninety (90) days. Those unit members that have accumulated ninety (90) days will still be credited with 90 days at years end if less than 15 days are used during the year. At no time shall the district be accountable for more than ninety days sick leave by any unit member during one contract year.

The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence. The administrator may require a physician's certificate.

B. Maternity/Disability Leave

An application for maternity/disability leave may be made for the period of time it is necessary to be absent from work. A medical opinion shall normally determine the period of leave. Accumulated sick leave days shall be applied toward the approved leave.

C. Adoption Leave

An application for adoption leave may be made for a period of time necessary for an adjustment period, not to exceed thirty (30) days. The adoption agency shall normally determine the period of leave necessary. Accumulated sick leave days shall be applied toward the approved leave.

D. Illness in Immediate Family

In the case of critical illness of a member of the FT unit member's immediate family, leave of absence, with full pay, may be granted. Such absence shall be charged against accumulated sick leave days. The immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, father-in-law, and mother-in-law. This provision shall include the birth of a child to the wife of a FT unit member when the wife is first hospitalized. The granting of this leave is subject to the approval of the Executive Officer. The Board may require a certificate from a medical doctor or other acceptable source as proof of such illness. It is conceivable that the illness of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

E. Death in Family

In case of death in the immediate family, a unit member shall be entitled to up to four consecutively scheduled work days of absence with full pay. Such leave shall neither be charged against sick leave nor shall it be cumulative. The immediate family shall be interpreted as: father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, grandchild, comparable in-laws, or permanent member (s) of the immediate household.

F. Business or Other Affairs Leave

If a situation requires that a unit member be absent from work for business or other affairs that cannot be taken care of in the usual time away from work, the Executive Officer may approve such leave without loss of pay.

G. Court Appearance/Jury Duty

A unit member may/shall be excused by the Executive Officer with full pay for a court appearance/jury duty, with the stipulation that any remuneration received for such appearance/duty shall be paid to the district, with the exception of meals and/or mileage allowances.

H. Extended Leaves

1. Extended leaves of absence for professional development without pay and fringe benefits may be granted in writing by the Board for good reason. Such leave shall be granted unless the educational program cannot be maintained. A FT unit member on leave may purchase insurance while on leave by paying the premium in advance, provided that the carrier permits such continuance.

2. Other than professional development leaves of absence without pay and fringe benefits may be considered

Board for good and sufficient reason.

I. Return From a Leave of Absence

Any FT member of the bargaining unit returning from a leave shall normally be returned to the same position. FT unit members on leave in excess of thirty (30) days are not guaranteed the same position or location by the Board. FT unit members who fail to return to duty on the date approved, designated, and communicated by the Board, may be subject to termination unless an extension has been granted.

J. Workshop and In-service Days

Workshops and in-service days shall be planned and implemented by each immediate supervisor with input from unit members. Unit members should be relieved, when necessary, from classroom responsibilities for the purpose of attending approved in-service activities.

K. Association Leave

1. At the beginning of each agreement year, the Board shall credit the Association with five (5) paid days for the purpose of transacting Association business by its officers and/or designated representatives.
2. The Association, through its president, shall provide at least ten (10) calendar days' advance notice of the intended use of such leave.

ARTICLE V

REDUCTION IN FORCE (RIF) - LAYOFF AND RECALL

A. Determination and Considerations

When the Board determines that a reduction in force is necessary, it shall consider Iowa Department of Public Instruction (DPI) certification and seniority in determining which employees shall be retained. Except for unusual circumstances, part-time employees will be laid off before full-time employees.

B. Seniority

1. Definition. Seniority is defined as an employee's length of continuous employment in the bargaining unit and in the particular DPI approval area(s) whether regular or temporary.

2. Computation. Seniority shall be computed from the bargaining unit employee's most recent date of employment in the bargaining unit and will begin to accrue immediately. Seniority will continue to accrue during all paid leaves of absence. Seniority will be retained during a) unpaid leaves of absences, b) layoffs up to two (2) years, or c) employment by the Board in a position outside the bargaining unit up to two (2) years; but such time will not be counted in computing seniority. Any bargaining unit employee's contracted time with the District prior to July 1, 1976, shall be computed by this method.

3. Tie Breaker. If two or more bargaining unit employees initially have the same seniority date, then the relative

order of seniority among them shall be determined by the employee's signatory date on the employee's continuing contract, and then, if necessary, by lot; this determination shall be perpetual.

4. Seniority List Promulgation. By September 15 of each year, the Board shall promulgate a seniority list effective August 16 of that year.

C. Recall Rights

1. A unit member who has been released under this procedure shall be notified by letter, at his/her last known address, of any teaching vacancies for which he/she is qualified for a period of two (2) year, unless he/she has waived this right in writing to the Board.

2. A unit member notified re-employment under this procedure shall have thirty (30) days within which to accept the re-employment from the date notification was mailed.

3. Re-employment of unit members under this procedure shall be governed by the same criteria as was used in determining the reduction.

4. A unit member re-employed within two (2) year of his/her termination shall be reinstated at the same salary level and sick leave benefits held at the date of termination.

C

ARTICLE VI

TRANSFERS

A. Vacancy Posting

As vacancies occur, the District shall post notice of same.

B. Request For Transfer

A unit member who desires to be considered for such vacant position may file a written statement with the District. Requests for such transfers under this section shall be considered along with other applicants.

C. Position-filled Posting

As positions are filled, notice of same will be posted.

D. Involuntary Transfer

An involuntary transfer shall be made only after a meeting between the unit member and the immediate supervisor at which time the unit member shall be given the reason(s) for such transfer. Transfers between centers shall be effectively only at the beginning of the school year unless the unit member agrees to accept the position during the year. If, as the result of reassignment by the Board from one center to another, a unit member is required to change his/her residence, the cost of moving to the new location shall be paid by the Board.

ARTICLE VII

HEALTH AND SAFETY

A. Physical Examination

1. If a physical examination is required of a unit member upon his/her initial employment, forms for examinations shall be provided by the Board and costs of said examinations shall be borne by the individual.

2. Subsequent examinations, if required by the Board, shall be paid for by the Board.

B. Emergency Situations

Except in emergency situations, unit members shall not normally be required to work under unsafe hazardous conditions.

C. Required Clothing and Equipment

The employer has the right to require protective clothing, equipment and devices. Any item required by the employer shall be provided by the employer.

ARTICLE VIII

GRIEVANCE PROCEDURES

A. Definition

A grievance is a timely filed alleged violation of a specific article and section of this agreement or a dispute involving the application or interpretation of this agreement.

B. Representation

The grievant at his/her option may have an Association representative present at any step of this procedure.

C. Oral Complaint - Step 1

Within ten (10) working days of the occurrence and/or knowledge of the alleged violation, the grievant shall present the oral complaint to his/her immediate or appropriate supervisor. Within ten (10) working days after hearing the oral complaint, the supervisor shall give an oral response to the grievant.

D. Written Grievance - Step 2

If the grievant is dissatisfied with the oral response in Step 1, he/she may, within five (5) working days of that oral response, file a written grievance with said supervisor using the Grievance Form 221B as found in Appendix B. The supervisor shall respond in writing within five (5) working days after receipt of the written grievance.

E. Grievance Committee - Step 3

If the grievant is not satisfied with the disposition in Step

2, he/she may, within five (5) working days, file a copy of the grievance with the Director of Personnel, who with the Association President, shall convene a grievance committee of not more than three (3) bargaining unit members and not more than three (3) administrative/management personnel. The committee shall meet within fifteen (15) working days from when they received the grievance and attempt to settle the grievance. The grievant may attend the committee meeting(s). If the committee reaches an agreement on the grievance, then the grievance is resolved and their decision is binding.

F. Arbitration - Step 4

If the grievance is not resolved by the grievance committee, then the grievant may, with written permission of the Association, notify the American Arbitration Association (AAA) that it seeks the appointment of an arbitrator. The selection of an arbitrator shall be in accordance with the rules of the AAA.

G. Arbitrator's Decision

The arbitrator shall not amend, modify, nullify, or add to the specific provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties.

H. Arbitrator's Cost

The entire cost of the arbitrator's services shall be borne equally by the parties. Other costs shall be paid by the party incurring same.

ARTICLE IX

EVALUATION PROCEDURES

A. Notification

Within three (3) weeks after the beginning of the school year or new assignment, the appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedure. No evaluation shall take place until this has been done. The purpose of the orientation is to achieve mutual understanding of the evaluation procedures.

B. Formal Evaluation Procedures

Each employee shall be formally evaluated by his/her appropriate supervisor at least twice each year for the first two years of employment. Employees will be formally evaluated at least annually in the succeeding years.

1. Written Evaluations

Formal written evaluations shall be preceded by appropriate performance observation.

2. Conference and Copy

A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor within ten (10) school days following the formal observation of instructional performance. A copy signed by both parties shall be given to the employee. The employee's signature does not mean agreement with the evaluation, but rather awareness of the content. No employee shall be required to sign a blank or incomplete evaluation form. During the conference, areas of strengths and deficiencies shall be identified and discussed. The employee may seek assistance from the immediate supervisor in the development of his/her remediation plan. Further evaluations, based on the remediation, plan shall ascertain whether acceptable progress is being achieved.

3. Responses

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

The employee may also request a second evaluation by a different evaluator. After holding a conference with the employee the Director of Career Education shall select the second evaluator.

4. Contractual Rights

A probationary employee may grieve an overall unsatisfactory evaluation. An employee who has completed the probationary period may grieve the fairness and accuracy of the evaluation.

ARTICLE X

PERSONNEL FILES

A. Personnel File Review

All employees shall have the right during the workday to review the contents of their personnel files. A representative of the Association, at the employee's request, may accompany the employee in this review.

B. Personnel File Contents

Any communications concerning a unit member will be called to the unit member's attention in writing when placed in his/ her personnel file.

ARTICLE XI

DURATION

This Agreement shall remain in effect from August 16, 1987, until August 15, 1988.

For the Board:

Ross W. Edwards
President of the Board

Thomas M. Ridout
Secretary of the Board

Harry J. Wiltsey
Principal Negotiator

For the Association:

Joan M. Belcastro
President of the Association

John S. Outcalt
Principal Negotiator

APPENDIX A

1987-88 SALARY SCHEDULE

LANES					
STEPS	BASE	BA	+15	+30	+45/MA
	1	2	3	4	5
0	17641	18146	18651	19156	19661
1	18146	18651	19156	19661	20166
2	18651	19156	19661	20166	20671
3	19156	19661	20166	20671	21176
4	19661	20166	20671	21176	21681
5	20166	20671	21176	21681	22186
6	20671	21176	21681	22186	22691
7	21176	21681	22186	22691	23196
8	21681	22186	22691	23196	23701
9	22186	22691	23196	23701	24206
10	22691	23196	23701	24206	24711
11	23196	23701	24206	24711	25216
12	23701	24206	24711	25216	25721
13	24206	24711	25216	25721	26226
14	24711	25216	25721	26226	26731
15	25216	25721	26226	26731	27236
16	25721	26226	26731	27236	27741
17	26226	26731	27236	27741	28246
18	26731	27236	27741	28246	28751
19	27236	27741	28246	28751	29256
20	27741	28246	28751	29256	29761

CAREER INCREMENT OF $500.00 BEYOND STEP 20

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IOWA LAKES
COMMUNITY COLLEGE

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

IOWA LAKES COMMUNITY COLLEGE
EDUCATION ASSOCIATION

AND

BOARD OF DIRECTORS
IOWA LAKES COMMUNITY COLLEGE

July 1, 1987 to June 30, 1988

RIGHTS OF THE BOARD

Subject to the provisions of the Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the President reserve and retain full rights, authority and responsibilities, in the proper discharge of their duties and responsibilities, to control, supervise, and manage the College and its professional staff, to determine and administer educational policy, to operate the College and to direct the professional staff, and otherwise retain all rights, authority, and responsibilities which are exclusively vested in the Board of Directors or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Iowa and of the United States.

Furthermore nothing which appears in this master agreement shall conflict with the laws as set forth by the State of Iowa and of the United States.

Where the title of President is used in this document, it is intended to refer to the Superintendent of Merged Area III.

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the following as certified by the Public Employment Relations Board, Case No. 408

All full-time and regular part-time personnel* who are contracted to engage in educational work of a professional nature including instructors, librarians, counselors, and coordinators.

*Regular part-time shall be defined as personnel employed by Iowa Lakes Community College for more than two consecutive quarters.

EXCLUDED: Supervisory personnel including central administration, department chairmen, director of computer center, director of CETA program and its employees, director of aging program and its employees, and all personnel on hourly wages and all those excluded by Section 4 of the Act.

PREAMBLE

The Iowa Lakes Community College Board of Directors, hereinafter called the "Board", and the Iowa Lakes Community College Education Association, hereinafter called the "Association" enter into this master agreement in according with Chapter 20 of the Code of Iowa.

ARTICLE I

REDUCTION IN STAFF

Definition

Retrenchment is a reduction in staff.

Procedures

1. Retrenchment

   When, at the discretion of the Board, a staff reduction is necessary, such reduction will be determined within the department, program area, or area of specialization within such program areas in the following order. Program continuity in all instances must be maintained.

   a. Voluntary resignations
   b. Retirement
   c. Part-time employees within the program or discipline area where retrenchment occurs. Reduction of part-time employees will first be considered by the nature of his/her assignment(s). If the assignments are identical, then seniority shall be the determining factor in such reductions.
   d. Employees with temporary or emergency certification
   e. Least continuous seniority in contracted days within the institution
   f. If the above is all equal, the employer will determine the employees within the designated program(s) to be laid off based upon competency, ability, qualifications, and affirmative action.
   g. The procedure of staff reduction is subject to the grievance procedure of this contract, but not the substantive decision of when it shall occur or who is retrenched as a result of the procedure.

Notification of Reduction

Employees to be reduced shall be notified on or before March 15.

Notification of Future Vacancies

1. The employee who has been released under this article shall be notified by certified letter by the Association at his/her last known address, of any vacancies for which the administration deems he/she is qualified in the designated program until July 1, 1988, unless he/she has waived this right in writing to the Association. If the vacancy occurs with the designated program for which his/her qualification and certification are equal, he/she will be automatically re-employed.

2. The employee shall have ten (10) days from receipt of the notice to advise the President in writing of his/her intention. Failure to respond will terminate the rights of the employee under the article.

3. After applications for vacancies outside the designated program are filed and all qualifications are determined equal by the Administration, the terminated employee will be given priority for rehiring for the duration of this contract.

4. Any employee who obtains re-employment following retrenchment shall retain all rights, benefits, and salary classification which the employee had accumulated at the time of retrenchment.

ARTICLE II

HOURS

Full-time contracted and regular part-time employees will post on their office door or window a schedule to appraise students and supervisors of his/her schedule and location. The supervisor and the employee shall agree upon a schedule to post.

ARTICLE III

EVALUATION AND ASSESSMENT PROCEDURES

Purpose

The purpose of the evaluation procedure is the improvement of instruction and the learning environment.

Evaluation

1. General

   Within four (4) weeks of the beginning of employment, each employee shall be acquainted with the evaluation procedures by his or her immediate supervisor. The supervisor shall familiarize the employee with various evaluation criteria, instruments, instructional improvement aids and other instruction-related resources of the college. All employees shall be notified of the assessment and evaluation procedures during the first year of this contract within four (4) weeks of the beginning of the academic year or the beginning of employment.

2. Form

   The formal evaluation form shall reflect functional differences of job descriptions through the educational structure and as approved by the Board of Directors, and may differ from department to department.

3. Process

   Each probationary employee shall be evaluated by his or her immediate supervisor not less than two (2) times per year. All other employees shall be evaluated by his/her immediate supervisor not less than one (1) time per year, but not more than once per term.

   The completed copy of the formal evaluation form shall be shared and discussed with the employee at an evaluation conference, which includes the employee and the employee's immediate supervisor, and which shall be held within ten (10) working days of evaluation. The employee shall have the opportunity to answer any part of the evaluation within ten (10) working days of the evaluation conference.

4. Records

   The evaluation form shall be signed and dated by both parties. The employee's signature indicates awareness of its contents and is not necessarily agreement with same. One copy of the form shall be given to the employee and one copy shall be included in the employees personnel file to be kept in the immediate supervisor's office.

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Assessment

1. If the above is deemed less than satisfactory, an assessment will be made to rectify the unacceptable items either through written suggestions for ways to improve or a personal development inservice plan.
2. Should the employee not improve his/her performance according to the written suggestions or the personal development inservice plan, in the designated time to the satisfaction of the supervisor, said employee who was deemed less than satisfactory is subject to dismissal from the institution.

Other Evaluative Material

During the year the employee will be given a written copy of any evaluative material including summaries of student evaluations to be placed in his/her personnel file, both positive and negative. Student evaluation may only be used to determine the need for proper additional evaluation by the immediate supervisor. The supervisor and employee shall meet to discuss the contents of such document. The supervisor shall suggest, in writing methods for improving any deficiencies noted in the document. The employee shall be entitled to respond to such documents and have it placed in his/her evaluation file within ten (10) working days of its receipt.

Examination of Evaluation Material

An employee shall have the right to examine all evaluation material in his/her file which is maintained in the supervisor's office. This file must contain copies of all evaluative materials held on that employee.

ARTICLE IV

GRIEVANCE PROCEDURE

Definition

1. Grievance

   A grievance is defined as a claim by an employee or facilitator that there has been a violation, misinterpretation, or misapplication of this agreement.

2. Grievant

   A grievant is a person filing the grievance.

3. Employee

   An employee is defined in the PERB certification instrument (Case No. 408).

Purpose

The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to problems affecting employees which may arise.

Procedure

Step 1. Within ten (10) working days following an alleged violation of the master agreement the grievant will orally present the grievance to his/her immediate supervisor during school hours. In an effort to resolve the matter, the supervisor and employee shall discuss the concern and try to resolve the matter informally for a maximum of ten (10) working days.

Step 2. If the grievance cannot be resolved in Step 1, the grievant may within five (5) working days following the completion of Step 1 file a written grievance report with said immediate supervisor. The grievance shall state in writing the facts giving rise to the grievance, the specific article and section of the agreement, the employee's contention with respect to these provisions, the specific relief sought, the date of the occurrence, and shall be signed by the grievant. The immediate supervisor shall respond in writing within five (5) working days.

Step 3. If the grievant is not satisfied with the disposition in Step 2, he/she may within five(5) working days following the receipt of the answer of the Supervisor file a copy of the grievance with the appropriate Vice President. Personnel in the Student Services area, however, will proceed directly to Step 4. Within five (5) working days the appropriate Vice President shall respond in writing to the grievant.

Step 4. If the grievant is not satisfied with the disposition in Step 3, he/she may submit a copy of the grievance to the President/Board within five (5) school days after the Vice President's response is received in Step 3. The Board of Directors shall vote on the grievance and the President shall tabulate the results. The Board shall submit a written response to the grievant within fifteen (15) school days.

Step 5. If the grievant is not satisfied with the disposition in Step 4, the authorized Association representative shall notify the Board within ten (10) working days after the answer in Step 4, that the grievance will be submitted to arbitration. Simultaneously the Association shall notify the American Arbitration Association requesting a list of arbitrators. Selection of the arbitrators shall be in accordance with the American Arbitration Association procedures. The arbitrator shall not amend, modify, nullify or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him orally or in writing by the Board and Association. The decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The entire cost of the arbitrator's services shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

General Provisions

1. The number of days indicated at each level should be considered as a maximum. Time limits specified may be extended only by mutual agreement.
2. Any meetings relative to this procedure will in most instances be held outside normal class or assigned duty hours except under unusual circumstances.
3. An answered grievance not processed within time limits, at any step of the procedure, shall be considered resolved on the basis of the response given in the preceding step.

4. If the employer does not answer the grievance within the time limits, it will automatically proceed to the next step.

5. A grievant, at his/her option, may elect to be assisted by the Association at Step 2.

6. All meetings and hearings under this procedure should be conducted privately and shall include the grievant, witnesses, and designated representative

7. Copies of the grievance report and written decisions shall be sent to the President of the Association and the President of Iowa Lakes Community College.

8. The Iowa Lakes Community College President and the Iowa Lakes Community College Education Association shall each appoint a representative who shall facilitate the communication process between administration and employees regarding contract provisions of the master agreement. The communication process shall not impair the right of an employee to file a grievance.

9. The Association as a unit or class shall not file a grievance. Such a grievance shall be filed in the behalf of the Association by the facilitator appointed by the Association.

ARTICLE V

SAFETY

Employee

1. The employee will maintain a safe working environment. Unsafe working conditions shall be reported to the employer immediately when identified by the employee.

2. Employees may not be employed under unsafe conditions. Unsafe shall mean danger to health and not uncomfortable or inconvenient conditions.

3. No employee shall be required to search for a bomb.

Assault

1. The responsibility of bringing civil suit as a result of an assault upon an employee rests with that employee.

2. The Board shall reimburse an employee for the reasonable cost of any clothing or other personal property lost, damaged, or destroyed as the result of an assault upon an employee while engaged in performing his/her assigned duties on college property or while engaged in the supervision of official college activities.

   The employee assaulted shall, with his/her supervisor, report to the President immediately.

3. Employees shall be covered under 613 A.8 of the Code of Iowa for actions brought against them in the performance of their duties except in willful and unauthorized injury to persons or property or willful neglect of duty.

ARTICLE VI

LEAVES

Section 1. Sick Leave

Sick leave for the personal illness or injury of an employee after effective date of the contract or after having reported for duty shall be credited annually on the following basis:

	176 days	Extended
First year of employment	10 days	14 days
Second year of employment	11 days	15 days
Third year of employment	12 days	16 days
Fourth year of employment	13 days	17 days
Fifth year of employment	14 days	18 days
Sixth year and subsequent years of employment	15 days	19 days

The above amounts shall apply only to consecutive years of employment in Iowa Lakes Community College and unused portions shall be cumulative to a total of ninety (90) days. Employees may notify supervisor by September 15 and receive the report of sick days which have accumulated. An employee who is terminating the contract shall not be reimbursed for unused sick leave. If the President requests, the employee will submit evidence confirming the reason for absence. When such request is made, the employee will be reimbursed up to, but not to exceed fifteen dollars ($15).

Section II. Bereavement Leave

In the case of death in the immediate family, an employee will be granted up to five (5) days of absence annually with full pay. Such leave will not be charged against sick leave nor shall it be cumulative. Immediate family shall be interpreted as spouse, child, parent, brother, sister, parents-in-law, grandparents, brother-in-law, sister-in-law, and any other members of the immediate household. One day of the five (5) days specified above may be granted to attend the funeral of any individual not defined above upon the approval of the President.

Section III. Personal (Emergency) Leave

In the case of personal emergency or personal business leave which cannot be taken care of in the normal time away from work, an employee shall have up to two (2) days (non-cumulative) for the purpose to handle such events. Except in cases of emergency, requests for such leave must be made to the supervisor at least seven (7) working days in advance of the absence in order that the effective operation of the program or service is not jeopardized by excessive absences of staff on a particular date. Requests for such a leave in conjunction with holidays will not be considered. The employee requesting and receiving such a leave will make satisfactory arrangements with his/her supervisor for adequate coverage so as not to cause classes to be dismissed or activities of the institution to be disrupted.

Section IV. Maternity Leave

An employee who is pregnant shall inform her supervisor, in writing, of her expected date of childbirth, not later than the end of the fourth month of pregnancy. At that time, the employee shall also give notice in writing whether the employee plans to continue to perform her duties during the remaining period of pregnancy and the date she expects to return to work after the time of her temporary maternity leave. She shall inform her supervisor in writing not later than the end of the fifth month of pregnancy.

The period the employee's doctor certifies the employee is unable to work because of pregnancy, childbirth, or complications arising therefrom, constitutes the temporary maternity leave. The employee will be provided sick leave benefits to the extent of the employee's accumulated earned sick leave for the period the employee's doctor certifies the employee is unable to work. If the employee plans to return to work following childbirth, she shall report to work within fifteen (15) working days of the date of discharge from the hospital unless such resumption of duties is medically impossible, and that fact is certified in writing by the employee's doctor.

If the employee does not have a satisfactory number of accumulated sick leave days to fulfill the doctor's request, she may make a written request to the President under the section entitled, "Other Leaves" for suitable time to handle maternity and/or complications.

The employer may require a doctor's certification that the employee is capable of performing her duties.

Section V. Jury Duty

Employees may be excused by the President for jury duty with the stipulation that the difference between their regular pay and the remuneration for such duty will be paid by them by Iowa Lakes Community College for the period of time served.

If the absence of the employee would work a real hardship, for example, if a satisfactory replacement could not be obtained, the employee and/or the President should request that the employee be excused from service.

Section VI. Professional Leave

Attendance at educational meetings, seminars or other professional growth activities is permitted with full salary if such activity is approved by the President prior to attending or participating in the activity. Requests for such leave shall be timely filed. Professional leaves of this nature can not exceed five (5) work days.

Expenses incurred for such professional leaves should be reimbursed by the College if the employee completes the necessary travel expense forms and supplies required back-up data such as receipts, bills, etc.

Section VII. Professional Extended Leave

An employee with seven (7) or more years of continuous service at the College may apply for a leave of absence without pay for a period of not less than one year to attend an accredited college or to attain job related work experience. Approval for such leave is at the descretion of the President and Board of Directors.

To be considered for extended professional leave, an employee of the institution must make written application to the President by December 1. An employee on leave must notify the President in writing of his plan to return to the institution the following year by the first day of February, or the position will be declared vacant.

Section VIII. Military Leave

Provisions for the granting of military leave shall be in accordance with Selective Service Act and the Code of Iowa.

Section IX. Other Leaves

Employees may be granted other leaves of absence, with or without pay, upon approval of the President. Decisions rendered by the President and concerning such leaves shall not be grievable by the Unit or any employee of the College.

ARTICLE VII

DUES DEDUCTION

Upon written authorization on a form supplied by the Board and said form agreed upon by Iowa Lakes Community College Education Association, an employee may request the Board to deduct Association membership dues from his/her monthly salary. Authorization for such dues must be renewed annually and delivered to the Business Manager's office five (5) calendar days after the beginning date of the unit member's contract for that fiscal year.

An employee may elect to have dues deducted for the remainder of his/her contract by notifying the Business Office and submitting the authorization form no later than January 5.

The Board shall deduct the amount authorized in twelve (12) equal installments beginning with the month the authorization form is received and ending eleven (11) months later. Such amounts shall be remitted monthly to the designated representative.

Employees may terminate dues deduction on thirty (30) days notification to the office of the Business Manager.

The Association shall indemnify and save the College harmless against any and all claims, demands lawsuits, or other forms of liability that may arise out of or by reason of action taken by the College in making payroll deductions as herein provided or in complying with this article.

ARTICLE VIII

SALARY

Salary, 1987-88

a. 3.5% on the 1986-87 salary (pre 780 monies), plus

b. $865 to each employee

c. HF 780 added into continuing agreement on the same basis as the monies were distributed in 1986-87.

d. The Board agrees that if legislation is passed by the Iowa Legislature and signed by the Governor to provide salary appropriations monies to the community colleges, it will meet and negotiate with the Association as to its share of such monies.

Educational Advancement

An employee who completes sixteen (16) semester hours beyond certification shall receive $475. For each eight (8) additional semester hours up to sixteen (16) hours, an employee shall receive $475. For each eight (8) semester hours beyond a Master's Degree, up to a maximum of forty (40) hours, an employee shall have his/her annual salary increased by $475.

The Course Approval Procedure form will be used by an employee who anticipates taking college transfer courses which he/she would desire to apply toward educational advancement. This will entail:

1. Obtain prior approval from the supervisor and appropriate vice president prior to registering for the course.
2. Course Approval Forms outline specific information which the employee will complete after the course is completed and such material must be submitted prior to September 1 if salary adjustment is to be made for that academic year.

Method of Payment

Each employee shall be paid in either nine or twelve equal installments, depending upon the length of his/her contract, on the 30th of each month. Employees on less than twelve (12) month contracts must indicate the election as to the number of installments at the beginning of each new school year. When a pay date falls on a nonworking day, employees shall receive their pay check on the last previous working day unless technical problems prevent same.

Summer pay checks will be distributed according to the request of the employee as directed to his/her immediate supervisor.

ARTICLE IX

SUPPLEMENTAL PAY

Extracurricular Activities

Employee participation in extracurricular activities which extend beyond the regularly scheduled in-school day, shall be compensated according to the rates of pay in Appendix A, which is attached hereto and made a part thereof.

Travel Expenses

Employees who are authorized to use their personal automobiles in the performance of assigned duties shall be paid at the rate of twenty-one (21) cents per mile. No mileage will be paid for commuting to and from work.

An employee away from home on assigned duties who has traveled to a point of 100 miles or more in distance from the institution where he performs his principle duties and returns home at 10 p.m. or thereafter in the normal course of his/her trip, shall be reimbursed at a reasonable cost of an evening meal. Such requests shall be accompanied by receipts for such meals.

ARTICLE X

INSURANCE

The following insurance items shall be available:

Health and Medical

A comprehensive 500 insurance program shall be available for the full-time and regular part-time contracted employee and his/her family. Diagnostic X-ray and Laboratory benefits will be a part of the existing coverage.

Dental

A stand alone dental program shall be available for the full-time and regular part-time contracted employee and his/her family. The program will include benefits as stated in the policy with the vendor.

Payment

The insurance premiums for the health and major medical and dental insurance, shall be paid by the Board of Directors.

Disability

Each full-time and regular part-time contracted employee shall be covered by a long-term disability insurance program. Disability programs shall be based on 60 percent of employee's salary up to a $2,000 maximum. There will be a 60 day waiting period. The Board shall pay the premium for such policy.

Term Life

Each full-time and regular part-time contracted employee shall be provided a term life insurance program at one time the employee's annual salary rounded to the next higher thousand dollars. The Board shall pay the premium for such policy.

Optional Term Life Insurance

Additional life insurance may be purchased by the employee for himself/herself or his/her spouse at the option of the carrier.

Continuation

An employee on an approved leave-of-absence shall have the right to continue the group insurance benefits at his/her own expense and approval of the carrier for one year.

An employee who is absent because of illness or injury longer than 30 calendar days or after having exhausted sick leave, whichever is later, shall have the right to continue group insurance benefits at his/her own expense subject to the terms and conditions of the policy.

On the date which the employee has been accepted by the insurance vendor for the long-term disability insurance program, any or all salary payments from the college shall cease.

Employees who make applications and are approved by the vendor for the long-term disability insurance program shall be notified on March 15 that their employment contract with the college will be terminated.

Liability Coverage

Employees shall be covered by liability insurance for protection while in the proper performance of assigned duties.

Initiation of Coverage

Employees shall be covered by the above insurance programs the first day of the month following the month of employment subject to the approval of the carrier.

Description of Benefits

Employees will be furnished booklets outlining the benefits when received from the insurance carrier.

APPENDIX A

APPENDIX A
EXTRACURRICULAR ASSIGNMENT PAY
Clubs - Athletics - Organizations

Program/Club	
Aviation Club	$225.00
DECA	225.00
Co-Office Ed	225.00
Business Club	225.00
Hotel-Motel	225.00
Christian Club	225.00
Astronomy Club	225.00
Science Club	225.00
Data Processing Club	225.00
Circle K	225.00
Young Politicians	225.00
Chess Club	225.00
Recreation Club	225.00
Rehabilitation Club	225.00
Ski Club	225.00
VICA	225.00
Criminal Justice Club	225.00
Ag. Marketing Club	225.00
Ag. DECA Club	225.00
Farm Management Club	225.00
Horticulture Club	225.00
Ag. Club (CASE)	225.00
Dairy Club	225.00
Music Activity - Vocal	1265.00
Music Activity - Instrumental	1265.00
Las Vegas Follies - Vocal	275.00
Las Vegas Follies - Instrumental	275.00

Musical Orchestra	175.00
Art Shows	390.00
Speech Coach	375.00
Law Club	225.00
Art Club	225.00
Nursing Club - LPN	225.00
Nursing Club - ADN	225.00
Head Women's Softball	925.00
Head Baseball	1125.00
Concessions	325.00
Weightlifting Club	375.00
Karate Club	375.00
Intramurals (NAC/SAC)	325/qtr.
Photo Club	225.00

This contract shall become effective July 1, 1986, and continue in effect until June 30, 1988. However, either party may reopen negotiations for the 1987-88 contract year in Article 8 (Salary), Article 9 (Supplemental Pay), or Article 10 (Insurance).

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In witness thereof:

For the
IOWA LAKES COMMUNITY COLLEGE
EDUCATION ASSOCIATION

Robert Neighbors
Bob Neighbors, Vice President

6.29.87
Date

David W. Smith
David Smith, Negotiator

6/29/87
Date

For the
BOARD OF DIRECTORS
IOWA LAKES COMMUNITY COLLEGE

John P Kibble
John Kibble, President

6/30/87
Date

Thomas R. Herbst
Thomas R. Herbst, Board Secretary

6/26/87
Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHWEST IOWA TECHNICAL COLLEGE

AND

AREA IV

COMMUNITY COLLEGE EDUCATION ASSOCIATION

1987 - 1988

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PREAMBLE

The Area IV Community College Education Association and The Board of Directors of the Area IV Merged Area School enter into this master contract in accordance with the Iowa Public Employment Relations Act of 1974.

The parties hereby agree to the following:

ARTICLE I - RECOGNITION

The Northwest Iowa Technical College is recognized as the public employer.

The Area IV Community College Education Association is recognized as the sole and exclusive bargaining agent under the P.E.R.B. Certification of October 20, 1985. The unit as described in the above certification is as follows:

Included: All presently employed annually contracted professional personnel filling the following positions (1) Instructors, (2) Media Technician, (3) Librarian, and (4) Learning Center Instructor.

Excluded: Division managers, part-time professional personnel not having an annual contract, all personnel not specifically included above and all such other positions excluded under Section 4 of the Act.

Definitions:

1. The term Board or Employer as used in this agreement, shall mean the Board of Directors of Northwest Iowa Technical College (Merged Area IV) or its duly authorized representatives.
2. The term Employee, as used in this agreement, shall mean all professional employees in the bargaining unit as certified by the Public Employment Relations Board.
3. The term Association, as used in this agreement, shall mean the Area IV Community College Education Association or its duly authorized representatives.

ARTICLE II - WORK YEAR

Employees on a twelve-month contract shall be employed from July through the next June. Employees on a nine-month contract shall be employed from September through the next May.

Employees on a twelve-month contract shall be entitled to two weeks vacation at a time determined by an employee election conducted by the Superintendent after consultation with a representative of the Association. When an employee has fulfilled his twelve (12) month contract and has not had a vacation during that twelve month period, he/she shall be entitled to two (2) weeks vacation pay if he/she terminates service at the end of his/her contract year.

The following holidays will be observed by the employer:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day
9. Two days to be designated by the Board at the Christmas break.

When Independence Day falls on a Saturday or a Sunday, the holiday will be observed on either the preceding Friday or the following Monday respectively.

Employees will not be required to work between Christmas Day and New Year's Day.

Employees shall receive a total of four (4) days off with pay during the year. Such days shall be designated by the Board.

ARTICLE III - TRANSFERS

Vacancies will be posted by the Personnel Office.

An employee who desires to be considered for a vacancy shall file a written request with the Personnel Office. Such requests will be considered along with other applicants. The Board retains the right to fill any vacancy at its discretion.

An involuntary transfer shall be made at the discretion of the Board after considering the qualifications of the employees. A meeting between the employer and the employee to be transferred shall be held to explain the circumstance of the transfer at least ten (10) working days before such transfer is made, except in case of an emergency. The employer will give the employee a written statement of the reasons for the transfer.

ARTICLE IV - RETRENCHMENT

The Board shall determine the employee(s) within the designated area of instruction to be reduced based upon qualifications (educational background, work experience, teaching experience and/or endorsements), competency and seniority. However, a part-time employee will not be retained over a full-time employee unless that part-time employee is necessary to provide the educational service to the College.

Any employee who is to be terminated shall be notified of the decision by March 15. Such termination will be effective at the end of the employee's individual contract with the College.

Any employee terminated under this procedure shall be considered for reemployment for a period not to exceed one year to the position he/she held at termination or to a position which he/she previously performed at the College, by submitting written notice to the Personnel Office. After applications for vacancies are filed and all qualifications are determined equal, the terminated employee will be rehired.

Written notice by registered letter of reemployment will be sent to the employee's last known address. The employee will have ten (10) days from receipt of notice or from the date of attempted service, whichever is earlier, to advise the Superintendent in writing of his/her intention to accept the position. Failure to respond will terminate any future rights under the article.

Any employee who has been terminated under the provisions of this article, and who is reemployed within a twelve-month period from the date of termination shall be entitled to any rights or benefits provided in this agreement. Sick leave accumulations shall be reactivated at the level the employee had earned at time of termination.

ARTICLE V - LEAVES OF ABSENCE

Sick Leave

Sick leave for the personal illness or injury of an employee shall be credited annually to members covered under this agreement on the following basis:

1st year of employment	10 days
2nd year	11
3rd year	12
4th year	13
5th year	14
6th year and 7th year	15
8th year and above	20

The above amounts shall be granted for consecutive years of employment in the Northwest Iowa Technical College.

Unused sick leave shall be cumulative from year to year to a maximum of one hundred (100) days.

If the Board requests, the employee will submit evidence confirming the reason for any absence.

Absence due to injury or illness incurred in the course of employment and for which Worker's Compensation is paid shall be charged to sick leave only to the extent that the employee's sick leave pay exceeds the amount paid in Worker's Compensation. In such event, Worker's Compensation will be refunded to the Board.

New employees who have accumulated sick leave in another school system may transfer up to fifteen (15) days of such leave upon presentation of a certified statement of unused sick leave from the previous employer.

Employees shall be given a written accounting of their accumulated sick leave days by September 1 of each year.

Illness in the Immediate Family

In case of serious illness of a member of the employee's family, leave of absence with full pay shall be granted upon request for up to five (5) days per year. Such absences will not be charged against personal leave or sick leave.

Serious illness shall be when the family member is confined to a hospital including for childbirth or accident, or is treated on an outpatient basis for a procedure which the family member could have been confined to a hospital, or as otherwise determined by the Superintendent.

Immediate family shall be interpreted as spouse, child, son-in-law, parents, parents-in-law, daughter-in-law, brother, sister, grandfather, grandmother, spouse's grandparents and any other member of the immediate household.

Personal Leave

A full-time nine-month employee may be granted up to two (2) days per year upon approval of the Superintendent. A full-time twelve-month employee may be granted up to three (3) days per year upon approval of the Superintendent. Requests for such leave must be submitted at least seven (7) calendar days in advance of the date desired. Requests for such leave in conjunction with holidays, vacations, and quarter break days will not be considered.

Jury Duty and Court Appearance

An employee who is selected for and/or serves on a jury or is requested by the Board to appear as a witness in its behalf shall be granted time off with pay. The employee will remit to the Board any monies received for such service.

Professional Leave

Attendance at educational meetings or visiting other schools is permitted with pay and expenses if such absence and expenses are approved in advance by the Superintendent. Requests for such leave shall be submitted at least seven (7) days in advance of the date of the requested leave date.

Bereavement Leave

In case of death in the immediate family (spouse, child, parent, brother, sister, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother/sister-in-law, son-in-law, daughter-in-law) an employee may be granted up to a total of five (5) days annually with full pay to attend the funeral and other details. In the event of a second death in the same contract year, the total days may be extended to six (6).

Up to two (2) days annually may be granted with full pay to attend the funeral of a close friend or other relative. It is contemplated that the time off would be to attend funeral services only.

The employee requesting and receiving such a leave will make a reasonable effort to contact his/her Division Manager or another responsible person to make satisfactory arrangement for adequate coverage of classes to be missed because of the leave.

Maternity

An employee who is pregnant shall inform her Division Manager, in writing of her expected date of childbirth, by approximately the end of her fourth month of pregnancy. At that time, the employee shall give notice in writing whether the employee plans to continue to perform her duties during the remaining period of pregnancy and the date she expects to return to work following childbirth. Should the employee not plan to return to work after the time of her temporary disability leave, she shall inform her director in writing by approximately the end of the fifth month of pregnancy.

The period the employee's doctor certifies the employee is unable to work because of pregnancy, childbirth, or complications arising therefrom, constitutes the temporary disability leave. The employee will be provided sick leave benefits to the extent of the employee's accumulated earned sick leave for the period the employee's doctor certified the employee is unable to work. If the employee plans to return to work following childbirth, she shall report to work within twenty (20) working days of the date of discharge from the hospital unless such resumption of duties is medically impossible, and that fact is certified in writing by the employee's doctor.

The employer may require a doctor's certification that the employee is capable of performing her duties.

Extended Professional

An employee with three (3) or more years of continuous service at the College, may apply for a leave of absence without pay up to one year to attend an accredited college or to attain job related work experience. Approval for such leave is at the discretion of the Board.

An employee who desires to be considered for such a leave shall notify the Board by March of the year prior to such leave.

Other Leaves

Employees may be granted other leaves of absence, with or without pay, upon approval of the Superintendent. Such leave will be applied toward the aforementioned leave policies, where applicable. Leaves granted under this section will not be subject to the grievance procedure.

General Provisions

The employee will try to keep the appropriate supervisor informed as to his/her status under any of the above leaves and if he/she cannot reach an appropriate supervisor he/she will inform an appropriate member of his/her department.

Failure to provide such information shall mean that any extended leave beyond the approved leave shall be without pay.

ARTICLE VI - SALARY

All full-time certified employees who were eligible for and received House File 780 monies in 1986-87 will have one thousand forty-six (1,146) dollars added to his/her 1987-88 base salary.

All full-time (12 month) employees* covered by this agreement who were employed during the 1986-87 contract year shall receive a nine-hundred (900) dollar salary increase effective July 1, 1987. Also all employees* who have completed at least one (1) full contract (July 1 to July 1 or September 1 to June 1) will be paid as follows: $50 additional after the first year, $100 additional after the second year, $200 additional after the third year and $250 additional after the fourth year and all subsequent years for twelve (12) month employees* as a continuation premium.

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*Less than full-time employees will receive a pro rata of the amount stated.

In addition, those full-time employees* who have earned vocational certification credits since their employement with NITC shall receive $180 for every six (6) semester hours of satisfactory (C or better) work.

Should the college receive over $175,000 from the implementation of the funding formula, the faculty shall receive thirty-three (33) percent of such dollars over $175,000 up to the maxiumum funding of $284,325, such dollars shall be for salary increases. Distribution shall be on the basis of a full-time employee with pro rata for less than full-time employees.

Should the legislature appropriate any additional general fund monies specifically earmarked for college wide salaries, the faculty shall receive thirty-three (33) percent of such monies. Distribution shall be on the basis of a full-time (12 month) employee with pro rata for less than full-time employees. Any restrictions as to distribution and/or payment of such monies and/or the duration of such fundings shall apply and dictate as to the nature of such monies.

Educational Recognition

The Board will pay an employee $180 for every six (6) semester hours of education credits toward a Bachelor's degree

*Less than full-time employees will receive a pro rata of the amount stated.

or $180 for every twelve (12) semester hours to a maximum of 24 hours beyond a Bachelor's degree.

The following procedures will apply to such work:

1. Such hours must be approved in advance by the Personnel Office.
2. Applies to hours satisfactorily completed after July 1, 1978, plus a verified bank of hours, for courses completed and for which no previous credit was given as agreed in negotiations.
3. No more than one hundred fourteen (114) semester hours of credit will be recognized for an employee without attaining a Bachelor's degree.
4. Hours must be in the employee's field of teaching or toward an approved degree program.
5. Satisfactory completion shall mean a grade of C or better for hours before a Bachelor's degree and B or better beyond a Bachelor's degree.
6. Salary adjustments for such educational credits will be made on July 1 of each year upon proof of satisfactory completion.

Any hours of education earned for vocational certification or educational recognition, as listed in this article, for which the college granted time off with pay, paid tuition, or paid expenses cannot be used for receipt of additional salary movement.

ARTICLE VII - SUPPLEMENTAL PAY

The Board shall have the authority to assign an employee to a designated extra-curricular activity. The Board shall establish the rate for such job and discuss same with the Association President.

Employees who are authorized to use their personal automobiles in the performance of school business shall be compensated at the rate of twenty-one (21) cents per mile. No mileage will be paid for commuting to and from work.

When an instructor teaches more than six (6) contact hours per day, he/she will be paid $13.75 per hour for such assignments. The decision as to whether this section will be implemented will be at the discretion of the Superintendent.

ARTICLE VIII - INSURANCE

The Board shall purchase major medical, long-term disability and life insurance programs for all full-time certified employees for the 1987-88 school year. Policy coverage under these programs shall be at least equal to the benefits provided during the 1986-87 school year.

The Board shall contribute up to $ per month for single coverage or up to $ per month for the family coverage in the group health insurance program. In addition, the Board shall contribute the full premium cost of the life insurance ($40,000) and long-term disability programs.

The Board shall purchase a dental insurance program for the 1987-88 school year for all full-time certified employees. The Board shall contribute $ per month toward the cost of a single employee premium or $ per month toward the cost of the family premium.

The Board provided insurance programs shall be for a twelve month period from July 1, 1987 to midnight June 30, 1988. Insurance for a new employee will be effective the first of the month following his/her month of employment.

The Board shall provide each new employee a description of the insurance program upon his/her employment. Changes in insurance will be provided to the employees as soon as it is made available by the insurance company.

An employee on an approved leave of absence shall have the right to continue the group insurance benefits at his/her own expense.

An employee on approved sick leave, shall have the right to continue group insurance benefits at his/her own expense after the exhaustion of any accrued sick leave days.

Employees shall be covered by liability insurance for protection while in the proper performance of assigned duties.

ARTICLE IX - DUES DEDUCTION

Upon written authorization by an employee, the Board will deduct Association membership dues from his/her monthly salary. Authorization forms for such dues must be renewed annually in July.

The Board will deduct the amount authorized in the number of equal payments determined by the member. Such amount shall be remitted monthly to the designated representative.

No liability shall accrue to the Board collectively or individually or to any administration official for any action taken or not taken with regard to information furnished under this section.

ARTICLE X - IN-SERVICE

The employer may provide in-service activities it deems beneficial to the faculty. The employer will accept recommendations as to possible programs for in-service training.

ARTICLE XI - HEALTH AND SAFETY

The employer will endeavor to maintain safe working conditions. Employees will be alert to unsafe working conditions and will report same to the employer.

Employees will not be required to work under unsafe conditions. Unsafe shall mean danger to health and not uncomfortable or inconvenient conditions.

The employer shall provide up to twenty-five (25) dollars toward initial purchase of safety glasses. This provision shall apply only to employees performing in assigned duties that require safety glasses. The employer shall pay up to sixty (60) dollars for replacement of safety glasses damaged due to an accident while the employee is performing assigned duties.

The employer shall provide required safety equipment as designated by the state safety laws.

Any physical examination required by the Board after initial employment shall be paid by the Board. The Board shall have the right to specify the doctor and the extent of the physical.

ARTICLE XII - GRIEVANCE PROCEDURE

Definition

A grievance shall be a timely filed alleged violation of a specific article or section of this agreement. A grievance shall be filed by the aggrieved employee (grievant) or the Grievance Chairperson of the Association.

Purpose

The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to problems affecting employees which may arise.

Procedure

Step 1 -- Within ten (10) school days of the occurrence of the alleged violation, the grievant must orally present the complaint to his Division Manager in an effort to resolve the matter informally. After such a meeting, both parties will sign a memorandum as to the time, and subject matter. Each party will sign and keep a copy of the memorandum.

Step 2 -- If, as a result of the informal discussion, a grievance still exists, the grievant may file a written grievance on the form in Appendix A, within five (5) school days after the informal discussion in Step 1 by submitting the same to the Director. The Director shall advise the grievant of his disposition in writing within five (5) school days of receipt of such grievance.

Step 3 -- If the grievant is not satisfied with the disposition in Step 2 he/she may submit the written grievance to the Superintendent within five (5) school days after the answer in Step 2. The Superintendent shall submit his written answer to the grievance within fifteen (15) school days of receipt of such grievance.

Step 4 -- If the grievant is not satisfied with the disposition in Step 3, he/she shall notify the Board within fifteen (15) school days after the answer in Step 3, that the grievance will be submitted to arbitration. Simultaneously the party requesting arbitration shall notify the American Arbitration Association requesting the appointment of an arbitrator. Selection of the arbitrator shall be in accordance with the American Arbitration Association procedures. The arbitrator shall not amend, modify, nullify, or add to the provisions of this agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority as listed above. The entire cost of the arbitrator's services shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

General Provisions

1. The number of days indicated at each level should be considered as a maximum. The time limits specified may be extended by mutual agreement.

2. Any meetings relative to this procedure will be held outside normal class or assigned duty hours.

3. An answered grievance not processed with time limits, at any step of the procedure, shall be considered resolved on the basis of the response given in the preceding step.

4. If the employer does not answer the grievance within the time limits, it will automatically proceed to the next step.

5. A grievant, at his option, may elect to be represented at Step 2 and above.

6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

7. All meetings and hearings under this procedure shall be conducted privately and shall include the grievant, witnesses and designated representatives.

ARTICLE XIII - EVALUATION

Within the first four weeks of employment the employee will be informed as to the evaluation procedure.

All employees covered by this agreement shall have an annual evaluation conference at which time the employee's supervisor will review his/her performance. Any deficiencies noted by the supervisor shall include suggestions for ways to improve same.

The employee will receive a copy of the summary of the conference. A copy of this document will be placed in his/her personnel file. Both parties will sign the document.

The employee shall have the right to file his/her response to the annual evaluation and have it placed in his/her personnel file. Such response will be filed within fifteen (15) working days of the conference.

During the year the employee will be given a written copy of any material placed in his/her personnel file; both positive and negative. The supervisor and employee shall meet to discuss the contents of such document(s). The supervisor shall suggest, in writing, methods for improving any deficiencies noted in a document. The employee shall be entitled to respond to such document and have it placed in his/her personnel file within fifteen (15) working days.

ARTICLE XIV - DURATION

This agreement shall become effective July 1, 1987 and continue in effect until midnight on June 30, 1988.

FOR THE BOARD

President

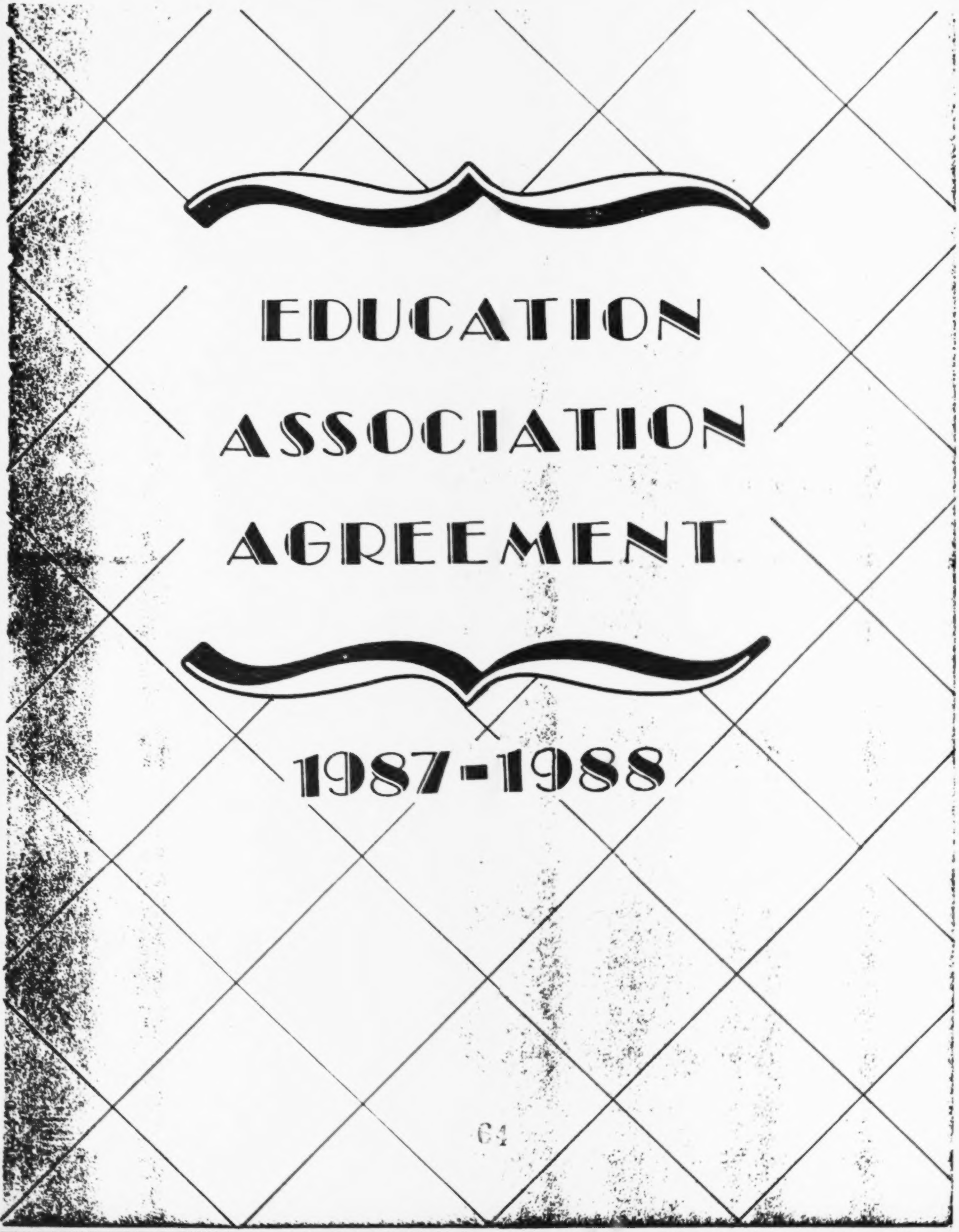
Harvey F. Wittsey
Chief Negotiator

Dated April 17, 1987

FOR THE ASSOCIATION

Ronald H Becker
President

Donna K. Jacobson
Chief Negotiator



EDUCATION ASSOCIATION AGREEMENT

1987-1988

MASTER AGREEMENT

BETWEEN

IOWA CENTRAL COMMUNITY COLLEGE

AND

IOWA CENTRAL COMMUNITY COLLEGE EDUCATION ASSOCIATION

1987 - 1988

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PREAMBLE

The parties have negotiated in good faith and agreed to the following provisions:

ARTICLE I.1

RECOGNITION

The Board of Directors of Iowa Central Community College (Merged Area V), hereinafter referred to as the Board, recognizes the Iowa Central Community College Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative for certain employees as defined in PERB Certification Case Numbers 252 and 2772 as issued by the PERB on October 21, 1975, and July 27, 1984. This includes all instructors--including associate instructors, all professors--including associate and assistant professors, all librarians, and all guidance counselors. In addition, this excludes all noninstructional personnel, including director of libraries and media center, supervisory personnel, director of placement and counseling, coordinators of guidance services, department heads, athletic director, non-professional personnel, all others not specifically included and all others excluded under Section IV of the Public Employees Relations Act.

Definitions

1. The term "Board" or employer, as used in this agreement, shall mean the Board of Education of Iowa Central Community College or its duly authorized representatives.

2. The term "employee," as used in this agreement, shall mean any professional employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association," as used in this agreement, shall mean the Iowa Central Community College Education Association or its duly authorized representatives or agents.

ARTICLE II.1

WORK YEAR

The work year for employees (contracted on an eight and one-half [8 1/2] month basis) shall not exceed one hundred and seventy (170) days.

Employees on extended contract shall receive a pro-rated increase of 1/190 of salary schedule for each day beyond their one hundred and seventy (170) days base contract.

The work year shall include days when students are in attendance, orientation days, work days, paid holidays, and any other days on which employee's attendance is required.

All regular employees employed through the holidays shall be granted said holidays without loss of pay.

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

Memorial Day

In addition, the following days shall be granted without loss of pay:

1. The Monday after Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Sunday.
2. The Friday before Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Saturday.
3. The Monday before Christmas, New Year's Day, and the Fourth of July when these holidays fall on a Tuesday.

ARTICLE III.1

REDUCTION IN STAFF

When, at the discretion of the Board, staff reduction is necessary such reduction will take place within the department, program area or area of specialization within such program area by consideration of the following order of points:

A. Voluntary resignations

B. Part-time personnel

C. Retirement at age 65

D. Least seniority at Iowa Central (on a total institution basis -- not by centers) within division, departments and/or program where staff reductions are necessary.

E. Inflexibility and/or a lack of qualifications of individual for reassignment within the department (or program).

F. Lack of qualifications and/or inflexibility of individual for possible assignment to other departments or divisions of the College.

G. Evaluations of the individuals according to the evaluation section of this agreement.

H. After consideration of all points, the final recommendations for terminations to be made to the Superintendent by a committee composed of the Department Head, Registrar, Division Director (or Directors) and Assistant Superintendents to the Superintendent.

When the above-mentioned committee meets to consider final recommendations to the Superintendent, the Association shall be entitled to have an observer present.

Notice to employees of possible termination will be as follows:

1. Written indication of termination by February 1 of the year of the current contract.
2. Final notice according to the laws of the State of Iowa.

Any employee terminated under this procedure will be considered for re-employment by submitting written notice to the Superintendent. After applications for vacancies are filed and all qualifications are determined equal, the terminated employee will be given priority for rehiring for a period up to two years. No employee will be hired unless the preceding procedure has been followed.

An employee re-employed under this procedure will be reinstated to his/her accumulated sick leave benefits, seniority and salary placement at the time of termination.

ARTICLE IV.1

LEAVES OF ABSENCE

Section 1: Sick Leave

Sick leave for personal illness or disability of an employee shall be credited annually to members covered under this agreement, who report for duty, on the following basis:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th and subsequent years of employment	15 days

An employee who does not report to work on the first day of the contract year shall be entitled to such annual sick leave days upon the first day he/she reports for duty. Such days will be retroactive to the first day of employment provided such employee notified the employer of his/her inability to report for work on the first day.

The above amounts shall apply only to consecutive years of employment in Iowa Central Community College.

Unused leave shall be cumulative from year to year to maximum of one hundred five (105) days.

The Board may require a doctor's written statement confirming the necessity for such leave of absence. The employee shall be notified of such request in writing within four (4) working days of the return. The employee must furnish such statement within four (4) working days of written notification or time off will be non-excused. The Board may require any additional medical evidence it deems necessary. Payment for such additional evidence will be at the Board's expense.

Section 2: Family Illness

In the case of serious illness or incapacitating injury in the immediate family, an employee shall have up to three (3) days of leave annually with full pay. Immediate family for the purpose of this section shall mean spouse, child, parent, brother and sister. When a written leave request cannot be filed in advance, oral notification must be made to the Superintendent or his designee.

An additional leave of absence, without pay, for up to a year may be granted to an employee to care for a sick or injured member of the immediate family. Approval for such a long term leave without pay will be at the discretion of the Superintendent. Such time off will not count toward salary increases or accumulation of other benefits.

Section 3: Bereavement

In the case of death in the immediate family, an employee will be granted up to five (5) days of absence per occurrence annually, with full pay. Immediate family shall be interpreted as spouse, child, parent, brother, sister, parents-in-laws, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and any other member of the immediate household.

One day of the five (5) days specified above may be granted to attend the funeral of an individual not defined above upon approval of the Superintendent.

Section 4: Predetermined Medical Disorder Leave

All employees shall be eligible for predetermined medical leave subject to the following conditions:

The employee shall notify the Board or its designated representative with as much advance notice as possible but at least twenty (20) working days before the date the employee desires to start the leave except in the case of medical emergency. In case of medical emergency, the employee shall be granted leave immediately upon request and certification of the emergency by an attending physician. If differences of opinion exist regarding the employee's ability to perform contractual obligations, the Board may require in writing that the employee provide written certification of ability to do so from an attending physician. Notification from the employee to the Board shall include a declaration of intention to return to work including the expected date of return. Should the employee not plan to return to work after the time of leave, the employee shall notify the Board in writing not later than twenty (20) working days before the beginning of the leave. The return to work shall be not more than twenty (20) working days from the date of hospital discharge unless the determined medical circumstances of the case cause the attending physician to certify the employee unable to return.

All or any portion of the leave may be charged, at the employee's discretion, to available sick leave. After available sick leave has been used, the employee may be absent without pay and will qualify for disability income in accordance with the provisions of the insurance policy.

Section 5: Adoption

An employee, upon approval by the Superintendent, may be granted a leave up to fifteen (15) working days, without pay, to attend to an adoption. Such employee will notify the Superintendent of the possibility of an adoption as soon as practicable.

Section 6: Jury

An employee called for jury duty during school hours, or subpoenaed, or required by the Board to appear as a witness on the Board's behalf shall receive pay for such time. Any pay received for such duty by the employee during such leave shall be turned over to the employer.

Section 7: Military Leave

Provisions for the granting of military leave will be in accordance with state and federal laws.

Section 8: Extended Professional Leave

An employee may be granted one calendar year, without pay, for the purpose of engaging in study at an accredited college or university related to professional responsibilities. Granting of such leave will be at the discretion of the Board.

To be considered for professional leave, an employee of the institution must make application to the Superintendent by November 15. An employee on leave must notify the Superintendent in writing of his/her plan to return the following year by the first of April or the position will be declared vacant.

Such time off will not count toward salary increases or accumulation of other benefits.

Section 9: Good Cause Leaves

Other temporary leaves of absence with or without pay may be granted in writing by the Superintendent. Such leaves shall be strictly at the discretion of the Superintendent.

Section 10: Return from Extended Leave of Absence

The employee will return to work, subject to the following conditions:

A. Failure to return on the designated date, except for reason of certified medical inability to return, shall be considered a resignation.

B. The employee may request in writing and be granted in writing an extension date past the original date due to extenuating circumstances. Failure to return on the extended date shall be a resignation.

C. Upon return to work the employee shall assume all rights and privileges accrued prior to such leave.

D. Upon return to work the employee shall resume the same or a comparable position held prior to such leave.

All benefits, including insurance, shall be continued for the leave period up to six months beginning with the effective date of leave. The employee will pay the employee's share of the cost of such benefits.

An employee shall be entitled to all raises and increments upon return if the employee serves at least ninety-five (95) contract days of the school year. This ninety-five (95) day period need not be continuous.

Section 11: Personal Emergency or Personal Business Leave

In case of personal emergency or personal business that cannot be taken care of in the normal time away from work, an employee shall have up to three (3) days of leave annually with full pay. This leave shall be interpreted as including, but not limited to, such leaves as:

1. Court Appearances
2. Damage to home by fire or flood
3. Marriage of son or daughter
4. Transportation failure
5. Take family member to medical or dental appointment
6. Attend graduation or other school activity of a family member
7. Birth of a child to the wife of an employee

Up to two (2) days of this leave can be used for family illness. Such leave shall be requested through the regular leave process, except that when the employee cannot reasonably know in advance of such need, oral notification must be made to the Superintendent or his designee.

Section 12: Professional Leave

During the school year, teachers may have up to four (4) days with full pay for professional leave, when approved by the Superintendent in advance.

Teachers are encouraged to submit plans for conference attendance, visitation to view educational programs, and for other professional purposes as a part of the budget recommending process. Payment of expenses incurred during such leave shall be at the discretion of the Superintendent.

An employee planning to use professional leave shall request approval in writing at least one (1) week in advance.

Section 13: Association Leave

During the year, the Association shall have up to four (4) days of leave, to conduct Association business when such leave is requested by the Association at least two (2) weeks in advance.

If a substitute is employed by the college for the absent unit member, the Association shall pay for the cost of such substitute.

ARTICLE V.1

SALARY AND WAGES

Section 1: Salary Schedule

RANK	MINIMUM SALARY	MAXIMUM SALARY	AMOUNT OF INCREMENT	NUMBER OF INCREMENTS
Professor	19,675	28,936	441	21
Associate Professor	19,425	28,476	431	21
Assistant Professor	19,175	28,016	421	21
Advanced Instructor	19,050	27,576	406	21
Instructor	18,925	27,136	391	21
Special Instructor	18,600	25,971	351	21
Associate Instructor	18,500	25,661	341	21

The above base annual salaries shall be for full-time eight and one-half (8 1/2) months and one hundred seventy (170) days employment.

Each of the seven (7) ranks shall be divided into three (3) increment categories as follows: 1st catergory, 1-5 increments; 2nd category, 6-10 increments; and 3rd category, 11-21 increments.

Associate Instructor

1. Certification is the minimum requirement for placement on this schedule.
2. One increment per year of service for satisfactory performance shall be granted in the first increment category up to $20,205.
3. The Associate Instructor must have the recommendation of the evaluation committee and a minimum of five (5) additional semester hours of college credit or the equivalent to proceed to the second increment category, proceeding through said category one increment per year of satisfactory service.
4. The Associate Instructor must have the recommendation of the evaluation committee and a minimum of ten (10) additional semester hours of college credit or the equivalent to proceed to the third increment category, proceeding through said category one increment per year of satisfactory service.

5. Upon reaching training and other requirements for advancement to the next rank, staff members must request said advancement in writing at the start of the next academic year in August. All rank changes must be recommended by the evaluation committee to the Superintendent and approved by the Board of Directors.

Special Instructor

1. A B.A. Degree plus 15 hours or the equivalent.
2. A Special Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor shall also prevail.

Instructor

1. An M.A. Degree or the equivalent is the minimum requirement for placement on this schedule.
2. An Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor and Special Instructor shall also prevail.

Advanced Instructor

1. An M.A. Degree plus 15 or the equivalent is the minimum requirement for placement on this schedule.
2. An Advanced Instructor must show evidence of continuing growth in the profession.
3. All requirements for the Associate Instructor, Special Instructor and Instructor shall also prevail.

Assistant Professor

1. An M.A. Degree plus 30 or the equivalent and two (2) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.
2. An Assistant Professor must show evidence of continuing growth in the profession.
3. All requirements of the Associate Instructor, Special Instructor, Instructor and Advanced Instructor shall also prevail.

Associate Professor

1. An M.A. Degree plus 45 or the equivalent and four (4) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.
2. An Associate Professor must show significant professional development.
3. All requirements of the Associate Instructor, Special Instructor, Instructor, Advanced Instructor and Assistant Professor shall also prevail.

Professor

1. An M.A. Degree plus 60, Doctorate or the equivalent and six (6) years teaching and/or occupational work experience is the minimum requirement for placement on this schedule.
2. A Professor must show marked professional development.
3. All requirements of the Associate Instructor, Special Instructor, Instructor, Advanced Instructor, Assistant Professor and Associate Professor shall also prevail.

TRAINING REQUIREMENTS: Faculty members with less than an M.A. Degree should have a planned program toward advanced placement on the salary schedule and an ultimate M.A. Degree. Faculty members with an M.A. Degree should plan (and may be required by the Board) to attend workshops, meetings, institutes and/or credit courses directly connected with their field of instruction which will be of value to them in their work.

Training obtained in a trade related or factory related school workshop shall be counted at the rate of one (1) semester hour credit for each eighteen (18) hours of lecture time and one (1) semester hour credit for each thirty-five (35) hours of laboratory, shop or seminar experience. Only full semester hours of credit will be counted in this section.

Requests for such training must be approved in advance by the Superintendent.

CONTRACT MODIFICATION: A faculty member's contract may be modified on or before September 1 of any year in which said staff member becomes eligible for a higher training and/or rank classification on the salary schedule after election or employment in the spring, provided a certified transcript of credits or similar information, together with a written request for modification of contract is filed with the Superintendent no later than the first day of September.

Section 2: Overload

When it becomes necessary to contact services of staff members for educational responsibilities beyond the limits of the faculty contract, said instructor's compensation is on a pro-rate basis according to the instructor's regular contract as noted in the fact finder report of 1979. Instructors assigned Independent Study under this provision shall be paid $30.00 per credit hour.

Section 3: Summer School

Instructors who volunteer to teach in summer school shall be compensated on the basis of the overload formula using one hundred and ninety (190) days as the base.

If the enrollment is not sufficient to allow for normal payment on the above, an agreement may be entered into with the instructor to accept a lesser salary.

This clause in no way limits the right of the College to hire summer instructors from any source available.

Section 4: Mileage

Instructors teaching on more than one center during the regular college year shall be reimbursed for travel at 20.5 cents per mile. No mileage will be paid for commuting to and from work.

ARTICLE VI.1

INSURANCE PROGRAM

The following insurance program shall be provided all regular employees:

1. Coverage for hospital service (365 days per year), diagnostic, x-ray and laboratory benefits (DXL), doctor's services (comprehensive) and major medical (including dental coverage) shall be provided all covered employees.

2. Term life insurance, accidental death, dismemberment and loss of sight benefits shall be provided all regular employees. Life insurance coverage shall be two (2) times the amount of each employee's base annual salary rounded to the next thousand dollars. Upon attainment of age 70, by the employee or spouse, the amount of basic life insurance is reduced to 25% of the amount of insurance or $5,000.00 whichever is less, and the accidental death and dismemberment insurance and the optional life insurance, if any, is discontinued.

3. Disability income insurance (90-day waiting period) shall be provided all regular employees under 70 years of age. No disability income insurance shall be available to employees 70 years of age or older. Disability income shall be at the rate of 60% of the employee's monthly earnings up to $3,000.00 (60% x $5,000.00) maximum per month.

Additional insurance may be purchased by any regular employee with premiums paid by payroll deduction as follows:

1. Dependent coverage for hospital and doctor's services and major medical (including dental coverage). The deduction shall be the cost of a family plan premium less the amount contributed by the Board.

2. Dependent life insurance in the amount of $2,000.00 for employee's spouse and dependent children age 14 days to age 19 (plus dependent children age 19-23 provided they are unmarried and attending college full time).

3. Optional supplemental group term life and accidental death and dismemberment insurance or other insurances acceptable to both the Association and the Board.

All insurance purchased under the above terms shall be for the period ending October 1 annually. Such insurance may not be cancelled during the year unless employment is terminated. Dependent life and optional supplement life (items 2 and 3) may be purchased at time of employment and annually during an open enrollment date established each fall. Once cancelled, said insurance coverage may be purchased during an open enrollment date established each fall.

Single and/or family plan coverage for hospital and doctor's services and major medical expense shall be determined each October 1 and may not be changed after said date unless a change of employee's status occurs, for example, death of spouse and/or dependent child, marriage, divorce, or termination of employment.

The Board shall contribute up to a maximum of $145.00 per month towards the cost of such an insurance program for each employee. In case a husband and wife are both employees, the Board contributions for both spouses may be credited toward a family health plan at the request of the employee.

ARTICLE VII.1

DUES DEDUCTION

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the assignment shall be as set forth in Appendix A.

Pursuant to the deduction authorization, the employer will deduct one-eleventh (1/11) of the total annual dues from the regular salary check of the employee each pay period beginning in October and ending in August. Such annual dues deduction authorization cards must be received by the employer not later than the first day of October of each year.

Employees may terminate dues deductions on thirty (30) days notification to the employer, and the employer will notify the Association of such dues termination.

The Association shall indemnify and save the College harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the College in making payroll deductions as herein provided or in complying with this article.

The Board shall transmit to the home address of the Association Treasurer the deduction for professional dues and a listing of the employees for whom deduction was made within seven (7) school days following each regular pay period barring mechanical failures.

ARTICLE VIII.1

OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group insurance, and any plans proposed by the Association and approved by the Board. Credit Union remittance shall be transmitted within five (5) working days barring mechanical failure.

ARTICLE IX.1

SAFETY

No employee will be required to work under conditions dangerous to health. Dangerous to health does not mean uncomfortable or inconvenient.

No employee shall be required to search for a bomb.

Employees shall be responsible for reporting unsafe conditions to their immediate supervisors.

The employer shall provide required safety equipment such as safety glasses, welding helmet, gloves, and hard hats in the appropriate shop areas: Auto Mechanics, Carpentry, Farm Power and Equipment Mechanics, Machine Shop, Welding, Electronics, Small Engine Mechanics and Science Labs. The employer shall provide prescription safety glasses for employees wearing corrective lenses initially and shall replace such glasses once every five (5) years if needed because of breakage or because of change in correction. This provision shall apply only to employees working in shop area requiring safety glasses. Each employee shall be responsible for the replacement of safety equipment which is lost or damaged by his/her own negligence.

ARTICLE X.1

EVALUATION

All employees covered by this agreement with two or more years of experience at Iowa Central Community College will normally be evaluated once each year. One additional evaluation may be made at the discretion of the Administration, and one additional evaluation will be made, at the employee's request, following the first evaluation initiated by the Administration.

All employees covered by this agreement with less than two years of experience at Iowa Central Community College will be evaluated twice a year. Additional formal evaluations may be made at the discretion of the Administration.

Within thirty (30) calendar days after the beginning of each college year, employees will be acquainted by their immediate supervisor with the evaluation procedure.

The immediate supervisor will have a conference with the employee within ten (10) days after the evaluation and before submitting the written evaluation to the Superintendent. At the conference, the immediate supervisor will discuss the evaluation with the employee and where improvement is necessary will make written suggestions for improvement. A copy of the formal evaluation shall be signed by both parties at the conference. The signature of the employee does not necessarily mean agreement with the evaluation but only awareness of the contents of the evaluation. One copy of the signed formal evaluation will be retained by the immediate supervisor, one copy of the signed formal evaluation will be given to the employee at the conference, and one copy of the signed formal evaluation will be placed in the personnel file of the employee.

Within five (5) working days after the evaluation conference, the employee may submit a copy of his/her remarks pertaining to his/her evaluation. Both parties shall sign this document and one copy shall be attached to the evaluation report in the employee's personnel file.

ARTICLE XI.1

GRIEVANCE PROCEDURE

Definitions

A grievance is a timely filed alleged violation, misinterpretation or misapplication of any provision of this agreement.

A grievant is the person or persons making the complaint or the Association if the entire bargaining unit is affected by the alleged grievance.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise.

Procedure

Step 1: Within ten (10) working days of the occurrence of the alleged violation, misapplication, or misinterpretation the grievant must orally present the complaint to his/her immediate supervisor/department head in an effort to resolve the matter informally.

Step 2: If after the informal discussion a grievance still exists, the grievant may file a written grievance as set forth in Appendix B within five (5) working days after the informal discussion in Step 1. The written grievance shall state the facts surrounding the grievance including time, place, and events leading to the grievance, the specific contract clause violated, and the remedy sought and be signed and dated by the grievant. The written grievance shall be submitted to the immediate supervisor/department head. The immediate supervisor/department head shall advise the grievant and the Association of his/her disposition in writing within five (5) working days.

Step 3: If the grievant is not satisfied with the disposition in Step 2, he/she may submit the written grievance to the Director of Instructional Services within five (5) working days after the answer in Step 2. The Director of Instructional Services shall answer in writing within ten (10) working days from the receipt of the grievance.

Step 4: If the grievant is not satisfied with the disposition in Step 3, he/she may submit the written grievance to the Superintendent within five (5) working days from the answer in Step 3. The Superintendent shall issue a written decision within fifteen (15) working days from receipt of the grievance.

Step 5: If the grievant is not satisfied with the disposition in Step 4, he/she shall notify the Board within ten (10) working days after the answer in Step 4 that the grievance will be submitted to arbitration.

The party requesting arbitration shall within thirty (30) calendar days from the answer in Step 4 notify the American Arbitration Association and the Superintendent, in writing, of its request for a list of arbitrators. The selection of the arbitrator shall be in accordance with the American Arbitration Association.

The arbitrator shall not amend, modify, nullify, or add to the specific provisions of the agreement. The decision will be based solely upon his/her interpretation of the relevant language.

The arbitrator's decision will be final and binding upon both parties unless he/she exceeded the authority listed above.

The entire costs of the arbitrator services shall be borne equally by the parties. Other costs shall be paid by the party incurring same.

General Provisions

1. Any meetings relative to this procedure shall be held outside of class, office, and availability hours of the employee. When possible and not in conflict with the preceding hours, the meetings shall be held between the hours of 8:00 a.m. and 5:00 p.m. on working days.

2. The number of days indicated at each level should be considered as a maximum. Such limits may be extended by mutual agreement.

3. A grievance not processed within the time limits specified at any steps of the procedure shall be considered resolved on the basis of the last answer.

4. Should the employer not answer the grievance within the time limits, the grievance shall move to the next step.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps of the procedure during the work year, the grievance will either continue to be processed through the summer or be continued until the beginning of the next work year at which time it shall be processed from the point of continuance at the discretion of the grievant.

6. All documents dealing with the processing of the grievance will be filed in a separate grievance file.

7. All meetings under this procedure shall be conducted in private and shall include only the grievant, witnesses, and the designated representatives.

8. Except at Step 1, the grievant, at his/her option, may be represented by an Association representative. At Step 1, the grievant, at his/her option, may have an Association representative accompany him/her as an observer only.

9. A grievance shall not be considered to be an action taken against the Board unless the grievance results from a direct action of the Board.

10. Copies of all written decisions shall be delivered to the grievant and the Association.

ARTICLE XII.1

COMPLIANCE & DURATION

Section 1: Duration

This agreement shall take effect on July 1, 1987, and continue in effect until midnight on June 30, 1988. However, any changes in benefits, salary, or insurance provided for in this agreement are not effective until the first pay period of the 1987-88 academic year.

This agreement will not be extended orally.

Section 2: Compliance

In the event that any article, section or portion of this agreement be declared illegal by court of competent jurisdiction, then that article, section or portion shall be of no force or effect, but the remainder of this agreement shall continue and remain in full force and effect for the duration of this contract.

Section 3: Printing

The Board shall print copies of this agreement and shall make a copy available to all employees and 100 copies available to the Association. All costs of printing this agreement shall be shared equally by the Board and the Association.

FOR THE BOARD

President of the Board

Charles D. Peterson
Secretary of the Board

FOR THE ASSOCIATION

Roger B. Nutt
President of the Association

Norm Caldwell
Chief Negotiator

APPENDIX A

Dues Deduction Authorization Form

For Employer use only
Do not fill out.

Authorization for payroll deduction for Iowa Central Community College Education Association Dues and Political Action Contributions as authorized through the ICCCEA.

Employee Identification ______________________________

First Name Initial Last Name ______________________________

Date Started Amount ______________________________

I hereby request and authorize the Board of Education of Iowa Central Community College as my remitting agent to deduct from my earnings each pay period until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the payment of the prevailing rate of dues which amount is to be remitted each pay period for me and on my behalf to the treasurer of Iowa Central Community College Education Association.

It is understood that this authorization shall begin on the first payroll period following October 1, and shall continue through August of the following year unless revoked in writing by a thirty (30) day notice to the employer.

Date ______________________________

Signature ______________________________

Social Security No. ______________

APPENDIX B

Grievance Report

#________

____
Date Filed

____
Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Employer

____

STEP 2

A. Date Violation Occurred ________________________

B. Section(s) of Contract Violated ________________________

____

C. Statement of Grievance ________________________

____

____

____

D. Relief Sought ________________________

____

____

____

____
Signature Date

E. Disposition by Department Head or Immediate Supervisor ________________________

____

____

____

____
Signature of Department Head or Immediate Supervisor Date

STEP 3

A. ______________________________ ______________________________
Signature of Aggrieved Person Date Received by Director of Instructional Services

B. Disposition by Director of Instructional Services or Designee________

____

____

____

____
Signature of Director of Instructional Services Date

STEP 4

A. ______________________________ ______________________________
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent______________________________

____

____

____

____
Signature of Superintendent Date

STEP 5

A. ______________________________ ______________________________
Signature of Aggrieved Person Signature of Association President

B. ______________________________
Date Submitted

APPENDIX C

Iowa Central Community College
330 Avenue M
Fort Dodge, Iowa 50501

COMPENSATION GUIDE FOR EXTRACURRICULAR ACTIVITIES

The following additional assignments shall be recommended and certified annually by the Assistant Superintendent, Institutional Services, to the Superintendent for appropriate action and recommendation to the Board of Directors for approval. Compensation for such additional assignments shall be in accordance with the percentage amounts shown times each individual employee's base 9 1/2 (faculty) or (service personnel) monthly annual salary. The total percentage shown may be divided between those individuals sharing responsibility for such duties. Compensation for other additional assignments not listed herein shall be in a percentage amount comparable to those listed, taking into consideration the time and the responsibilities involved. The Board reserves the right to review all such additional percentage allowances annually.

ATHLETICS

Athletic Director, Assistant	5%	
Baseball Coach, Varsity	8%	
Baseball Coach, Varsity Assistant	4%	
Basketball Coach, Varsity Men's	12%	(5 day extended contract)
Basketball Coach, Varsity Men's Assistant	8%	
Basketball Coach, Varsity Women's	12%	(5 day extended contract)
Chaperone, Women's Athletics	2%	
Football Coach, Varsity	12%	(15 day extended contract)
Football Coach, Varsity Assistant, with recruiting duties	8%	(15 day extended contract)
Football Coach, Varsity Assistant, without recruiting duties	8%	(5 day extended contract)
Golf Coach, Varsity	5%	
Golf Coach, Varsity Assistant	3%	
Softball Coach, Varsity Women's	10%	
Track Coach, Varsity	8%	
Volleyball Coach, Varsity Women's	8%	
Wrestling Coach, Varsity	12%	(5 day extended contract)
Wrestling Coach, Varsity Assistant	8%	

OTHERS

Area Planning Council, Developer of	6.5%
Cheerleaders, Supervisor of	2%
Club Supervisors (Business, DECA, Phi Beta Lambda, Spanish, or VICA)	3%
College Vehicles, Supervisor of	5%
Coordinators of Departments or Programs	3%

Dance Team, Supervisor of	3%	
Data Processing, Supervisor of	6%	
Evening Activities, Coordinator of	3%	
Honor Society, Supervisor of	3%	
Intramurals, Supervisor of	6%	
Music Activities, Director of Instrumental or Vocal	18%	(5 day extended contract)
Off-Campus Arts & Sciences Courses, Coordinator of	6.5%	
Pep Band Supervision	3%	
Pep Club Supervision	2%	
Publications Supervision, Newspaper or Yearbook	5%	
Singers, Iowa Central, Supervisor of	5%	
Speech Activities, Director of	6%	
Speech Activities, Assistant Director	2%	
Student Activities, Supervisor of	12%	
Wellness Program, Coordinator of	3%	

MASTER AGREEMENT

BETWEEN

BOARD OF DIRECTORS OF
HAWKEYE INSTITUTE OF TECHNOLOGY

AND

THE HAWKEYE INSTITUTE OF TECHNOLOGY
PROFESSIONAL EDUCATOR'S ASSOCIATION

1987 - 1988

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PREAMBLE

The parties have negotiated in good faith and hereby agree to the following:

ARTICLE 1

RECOGNITION AND DEFINITIONS

Unit

The Board hereby recognizes the Hawkeye Institute of Technology Professional Educator's Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument, Case No. 1710, issued by the PERB on the 6th day of November, 1980. The Unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time* instructors and instructor/coordinators including those in the John Deere Apprenticeship Program and Nurse's Aide Program.

*Regular part-time is defined as an instructor or instructor/coordinator employed at least three of the four quarters in a school year -- minimum of 360 contact hours in that school year.

EXCLUDED: Counselors, librarians, adult educational staff, clinical and/or laboratory staff, department heads and all other employees as defined in Section 4 of the P.E.R.A.

Definitions

"Employer" as used in this agreement shall mean the Hawkeye Institute of Technology Board of Directors, Merged Area (Education) VII or its duly authorized representative.

"Employee" shall mean either a full-time or regular part-time employee in the unit as defined and certified by PERB. Where both groups of employees are covered the word "employee" shall be used.

"Association" as used in this agreement shall mean the Hawkeye Institute of Technology Professional Educator's

Association or its duly authorized representatives or agents.

"PERB" as used in this agreement shall mean the Public Employment Relations Board.

ARTICLE 2

SENIORITY

The parties shall agree upon a seniority list annually in September.

Seniority shall be computed from the date on which each employee's continuing contract was initially signed. If an employee did not sign a contract, seniority shall be computed from the date the employee's initial employment began.

Seniority for twelve-month/four quarter employees shall be twelve (12) months. Seniority for full-time nine-month/three quarter employees shall be nine (9) months. Seniority for regular part-time employees shall be five ninths (5/9) of the months worked during the previous twelve (12) months. Those employees hired for buy back service shall accumulate seniority at the rate of one (1) month seniority per nineteen days of work.

Each employee's full-time and part-time service shall be counted in accordance with this Article provided that the service is continuous. However, seniority shall accrue to an employee on a paid leave of absence of less than six months or for a period of one year from the effective date of a layoff.

Prior to September 1, 1986, seniority shall be determined effective July 1st of each year for the previous twelve (12) month period. Beginning September 1, 1986, seniority shall be determined effective September 1st of each year for the previous twelve (12) month period. Employees employed during July and August, 1986 shall be two (2) months added to their accrued seniority.

If two or more employees have the same seniority, the relative order of seniority among them shall be determined by drawing lots.

ARTICLE 3

EVALUATION

Within four (4) weeks of the beginning of employment or within four (4) weeks of the beginning of each fall quarter an employee shall be acquainted with the procedures and instruments of the evaluation system currently in use.

All·employees covered by this agreement shall have an annual evaluation conference at which time the employee's supervisor will review his/her performance. Any deficiencies noted by the supervisor shall include suggestions for ways to improve same.

The employee will receive a copy of the summary of the conference. A copy of this document will be placed in his/her personnel file. Both parties will sign the document.

The employee shall have the right to file his/her response to the annual evaluation and have it placed in his/her personnel file.

During the year the employee will be given a copy of any information or data that is to become part of the evaluation process. The supervisor and employee shall meet to discuss

100

the contents of such material. The supervisor shall suggest methods for improving any deficiencies noted in such material. The employee shall be entitled to respond, in writing, to such material and have such responses placed in his/her personnel file.

Student observations may be used by the supervisor. The actual observation documents will not be entered into an employee's personnel file. A summary of the observation conference shall be discussed with the employee and may be made part of his/her personnel file. The employee shall have the opportunity to respond to any such material and have it placed in his/her personnel file.

General Provisions

1. There shall be a conference with the employee within ten (10) days of any observation.
2. Any response by the employee, provided above, must be filed within ten (10) days of any meeting or conference.

The above procedures are designed to evaluate all aspects of an employee's performance of assigned duties and shall be the exclusive means for evaluation of the employee's performance at the College.

In any proceeding in which the College attempts to use past evaluations to support adverse actions against a teacher, the teacher or exclusive representative may challenge the fairness and accuracy of the evaluations through the grievance procedure.

In any subsequent arbitration proceeding, the College shall have the burden of proving the fairness and accuracy of such past evaluations. All time lines regarding the filing of grievances over past evaluations are waived, once adverse action is taken against the employee by the College.

ARTICLE 4

STAFF REDUCTION

A staff reduction is the termination of the position of a member of the bargaining unit or a decrease in the number of months of employment.

In making decisions as to reduction of staff, the Board shall consider attrition and resignations.

In terminating positions, the Board will consider only the following criteria, on an overall basis, in determining which employees shall be retained:

1. Instructional needs of the College.
2. Educational training.
3. Experience in business, industry and/or education.
4. Seniority.
5. Relative skill, ability and performance as determined by the evaluation procedure.

Written notice that an employee is to be terminated shall be given by March 15th of each year.

An employee terminated under this procedure will be subject to re-employment to a vacant position in which he/she was employed at the time of termination as follows:

1. Less than two years of employment - up to one year.
2. Two years or more of employment - up to two years.

In addition, employees terminated under this procedure will be considered for other positions for which they are certificated or have previously performed satisfactorily at Hawkeye Tech.

When two or more employees are being considered for a vacant position, re-employment will be on the same basis as termination.

To be eligible for such re-employment, the employee at the time of termination must notify the Personnel Office in writing and provide an address. The individual will be required to notify the Personnel Office of any change of address.

An individual who is being offered re-employment will be provided written notice of same at his/her last listed address. The employee will have ten (10) days from the mailing of the letter to notify the Personnel Office, in writing, of his/her intention to accept the position. Failure to respond to such notice will terminate any rights of individual under this agreement.

An individual re-employed within the time limits provided above shall be reinstated with sick leave benefits accrued at the time of layoff and seniority accrued in accordance with the seniority article.

ARTICLE 5

TRANSFER

Voluntary

The employer shall post full-time unit vacancies in all buildings and provide a copy to the Association's President.

An employee who desires a transfer must file a written request with the Personnel Office.

The Association will be notified approximately by the middle of each quarter of the part-time teaching assignments that are projected available for the next quarter. The purpose of such notice is to allow the employee interested in being assigned such work to notify the employer of such interest.

In filling such vacancies, the employer will consider such requests for transfer along with other applicants. When the ability and qualifications are equal among all applicants, present employees will be given preference based upon seniority.

The employer shall provide the Association President with notice as to the employee who has been hired to fill a vacancy.

A twelve-month employee who has been reduced to a nine-month contract shall be transferred on request to a vacant twelve-month position in which he/she is currently teaching.

Involuntary Transfer

The movement of a vocational-technical employee to a different program area or a general related studies employee to a different subject area shall be considered an involuntary transfer.

An employee will only be transferred involuntarily when the vacant position cannot be filled by hiring a new employee or the voluntary transfer of an employee.

The employer will give the employee to be transferred thirty (30) days notice except when the employer determines that the transfer must be effective immediately.

The employer shall meet with the employee to be transferred prior to such transfer to explain the reasons for such transfer.

The employee may request that an Association representative attend this meeting.

An employee transferred under this section will not be reduced in salary.

ARTICLE 6

LEAVES OF ABSENCE

Temporary Disability Leave

Employees while employed on a full-time basis will be able to accumulate a maximum of 90 days temporary disability leave in the following manner:

First Year	10 Days
Second Year	11 Days
Third Year	12 Days
Fourth Year	13 Days
Fifth Year	14 Days
Sixth Year	15 Days
Each Year Thereafter	15 Days

Regular part-time employees will receive fifty percent (50%) of the temporary disability leave both in days per year and total accumulation.

Employees employed after September 1 of the fiscal year will have their temporary disability leave granted on the basis of actual months worked.

Only the unused portion of the annual temporary disability leave may be applied toward the maximum 90 day accumulation.

Unused cumulative temporary disability leave will be canceled when employment with the College is terminated and will not be compensated for in terminal pay.

Any employee may exercise this clause because of illness, accident, injury, or any other temporary disability, e.t., time needed based on doctor's orders not to work and time spent in hospital for delivery of child.

A written statement from a physician may be requested at any time an employee is on temporary disability leave.

An employee when on leave of absence will maintain any prior temporary disability leave rights which may have accumulated, but will not accumulate any additional temporary disability leave during the period of leave.

Temporary disability leave may be used by an employee when placed under quarantine.

Personal Leave

Each nine (9) month three (3) quarter employee may be entitled to two (2) personal leave days. Each twelve (12) month four (4) quarter employee may be entitled to three (3) personal leave days.

The employee in requesting approval of such leave by his/her supervisor will attempt to provide five (5) days notice but will provide at least one day advance notice except in an emergency. If no contact hours are scheduled, except in-service days, the employee may take the personal leave by telephoning and obtaining approval by his/her supervisor by 8:00 a.m. of the requested day.

These days shall not be deducted from any other leave and will not accumulate if not used during the year.

Personal leave may be used for any purpose at the discretion of the employee.

Emergency (Regular Part-Time)

Each regular part-time employee covered by this agreement may be entitled to one (1) emergency leave day. The employee shall attempt to provide a request for such leave for approval at least five (5) days in advance but will provide at least one (1) day advance notice except when notice is not possible. This day shall not accumulate if not used during the year.

Professional Leave

The employer may grant full-time employees time off to attend conventions, conferences, seminars, or visitations to business or other educational institutions which are related to his/her assigned duties.

Requests for such time off shall be submitted at least ten (10) working days in advance of the date of the activity.

Bereavement Leave

In the case of death(s) in the immediate family, a full-time employee may be granted up to a maximum of five (5) days leave annually with full pay. In such circumstances, part-time employees may be granted up to a maximum of three (3) days leave with pay. Such leave will not be charged against temporary disability leave. The immediate family shall be interpreted as: spouse, parent, step-parent, child, step-child, sister, brother, grandchild, grandparents, and comparable in-laws of present spouse.

The College may grant up to an additional five (5) days of paid leave under this section in those circumstances where one of the combinations of death occur within the same year.

1. Spouse/Child
2. Spouse/Parent
3. Child/Parent

A maximum of one (1) day leave annually with full pay may be granted to attend funerals of other relatives. This shall be granted to the nearest one-half day. For local funerals, such leave shall generally constitute only the time necessary to attend the funeral service.

Critical Illness in Immediate Family

In case of critical illness of a member of a full-time employee's immediate family, a maximum of five (5) days of leave of absence per year with compensation may be granted. The criteria for critical illness which must be met is:

> Immediate family member is hospitalized or diagnosed as terminally ill and under the personal care of a licensed physician. (Note: A doctor's written statement may be requested.)

The immediate family shall be interpreted as spouse, child, step-child, parent, step-parent, parent of current spouse, brother or sister. These absences shall not be charged against temporary disability leave.

Prenatal and Child Care Leave

A full-time employee may request and be granted with the approval of the Superintendent, leave without pay commencing at any time during pregnancy of employee or spouse. The employee may at his/her expense continue his/her insurance program.*

*Note - Disability insurance is not available to employees on leave without pay.

Jury Duty Leave

An employee who is selected for and/or serves on a jury shall be granted time off with pay. The appropriate supervisor will be notified as soon as person is called to serve. Personnel called for jury duty shall turn over to Hawkeye Institute of Technology payment received for such service. However, the employee may keep those expense monies which would exceed his/her normal commuting expenses.

Military Leave

Employees who are members of the National Guard or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force, which requires periods of training are permitted to be absent from work for the purpose of receiving military training for a period not to exceed thirty (30) days in any one calendar year. Such absences will be taken without loss of pay for the period of military leave so allowed.

Good Cause Leave

Employees may be granted unpaid leave for up to one (1) year. The decision to grant or deny such leave shall be at the discretion of the Superintendent and shall not be subject to the Grievance Procedure Article.

ARTICLE 7

IN-SERVICE TRAINING

In-service training shall be those days devoted to institutional wide activities.

An In-Service Committee shall be formed which shall consist of one (1) faculty member from each department. The faculty of each department shall elect its representative member for this committee. The Superintendent shall appoint from two (2) to four (4) administrators to serve on this In-Service Committee. The committee shall select its chairperson. The employer shall consider the recommendations submitted by the In-Service Committee.

Up to a maximum of four (4) days may be devoted to in-service of this nature.

ARTICLE 8

HEALTH AND SAFETY

The employer shall endeavor to provide safe and healthful working conditions.

Employees will notify the Board of unsafe working conditions.

The cost of any physical examination required by the employer shall rest with the employer except for the initial examination. The employer shall specify the extent of the physical.

Faculty shall not be required to work under unsafe and hazardous conditions or to perform tasks which endanger their health, safety or well-being. However, unsafe or hazardous shall not mean uncomfortable or inconvenient conditions.

The Board shall provide required safety goggles, helmets, gloves, hard hats, respirators, hearing protectors, acidresistant aprons, spray aprons, spray suits and spray masks in the appropriate shop areas.

The employees will be required to make proper use of such safety equipment at all times.

ARTICLE 9

DUES DEDUCTIONS

Upon written authorizations by an employee, the Board will deduct Association membership dues from his/her monthly salary. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer and to the Association.

The Board shall deduct the amount authorized in the number of equal payments determined by the employee at the beginning of the employee's year. Such determination shall remain in effect for the remainder of the school year.

The employer shall transmit to the Association the total monthly deduction for Association dues within ten (10) working days following each regular period, and a listing of the employees for whom deductions were made.

No liability shall accrue to the Board collectively or individually or to any administrative official for any action taken or not taken with regard to information furnished under this section provided that the Board shall have complied with this section.

ARTICLE 10

SALARY

Hiring Guide

The salary guide for the hiring of new employees is attached in Appendix D.

Minimum Qualifications for Employment

A. Seven (7) years of total experience combining work experience and preparation (i.e. education and apprenticeship, etc.).

1. Journeyman status plus work in the field.
2. Current license and registration plus work experience.

B. Certificate and approval by the Department of Education.

C. Educational requirements specified by one area of the assignment (i.e. B.S. or B.A. in Agriculture).

Salary Placement

Salary placement will be calculated only on qualifications above minimum qualifications for employment. The relevancy and recency of work experience and teaching experience will be evaluated at the time of initial employment. No combination of the following shall exceed ten (10) steps of credit (maximum Step 11):

A. Applicable work experience (maximum ten steps)

1 to 3 years - 1 step per year

4 to 17 years - 1 step for each two years

B. Teaching Experience (maximum 7 steps)

1. One year of any formal teaching experience at any level = 1 step credit (maximum)
2. Same subject area and purpose but not on post-secondary level = 1 step credit for each two years (3 step maximum)
3. Same subject area and purpose on a postsecondary level

   1 to 3 years - 1 step credit for each year

   4 to 11 years - 1 step credit for each two years

C. Formal Education (maximum 3 steps)

Associate Degree or 60 Semester Hours - 1 step

Bachelor's Degree or 120 Semester Hours - 1 step

Master's Degree or 150 Semester Hours - 1 step

All formal education must be relevant to the job assignment or subject area field.

Hiring Above Placement

When hiring new employees, the employer retains the right to offer salaries higher than those on the salary placement guide when circumstances warrant. The employer will notify the Association of such hirings.

Salary Increase FY 1987

Effective September 1, 1987, each full-time certificated non-adminstrator who in 1986-87 received the House File 780 salary adjustment will have $1158 added to his/her base salary before any other salary adjustments.

Effective September 1, 1987, a full-time employee employed in 1986-87 shall receive the appropriate salary increase on his/her 1986-87 salary as follows:

Four Quarter - $1500

Three Quarter - $1200

An employee hired after March 1, 1987, for the 1987-88 school year shall receive one-half of the appropriate increase.

Effective September 1, 1987, a regular part-time employee shall receive a thirteen percent (13%) increase on his/her 1986-87 hourly rate. Such increase was calculated using the formula in Appendix E.

Pay Periods

The pay period shall be once a month on the last contract working day of the two hundred thirty-two (232) day faculty calendar.

Four quarter (12 month) employees shall be paid over twelve months. Three quarter (9 month) employees shall have the option of being paid over either nine (9) or twelve (12) months. Such option shall be made yearly by September 1st.

ARTICLE 11

INSURANCE

Coverage

Hospitalization and Major Medical - The Board shall purchase a group hospitalization and major medical program for all full-time employees. The Board shall contribute 100% per month toward the single premium and an additional

50% per month toward the dependent premium for those full-time employees who elect to insure dependents.

Dental - The Board shall purchase a dental insurance program for full-time employees. The Board shall contribute 100% per month toward the single premium and an additional 50% per month toward the dependent premium for those full-time employees who elect to insure dependents.

DXL - The Board shall purchase a diagnostic X-ray and laboratory benefit under the hospitalization program. The Board will contribute 100% per month toward the single premium.

Life - The Board shall purchase a Life and Accidental Death and Dismemberment program for full-time employees. The policy shall provide benefits equal to the annual salary rounded up to the nearest thousand dollar and then two and one half times. The Board shall pay the cost of such insurance.

Long Term Disability - The Board shall purchase a Long Term Disability program for all full-time employees, which shall provide a maximum benefit of 60% of an annual salary to a maximum of $2,500 per month after a sixty (60) day waiting period. The Board shall pay the cost of such insurance.

Optional Life Insurance - A full-time employee may purchase up to an additional $100,000 worth of life insurance with carrier approval. The full-time employee shall pay the total cost of this insurance by monthly payroll deduction.

Optional Dependent Life Insurance - A full-time employee may purchase a $2,000 dependent life insurance policy with carrier approval. The full-time employee shall pay the total cost of such premium by monthly payroll deduction.

General Provisions - A full-time employee shall be eligible for insurance benefits the first of the month following his/her first month of employment.

Insurance shall cease upon the termination of duties. A nine (9) month full-time employee who fulfills his/her contract and signs a new contract for the next year shall have his/her insurance continued during the three months for which no services are performed.

All insurance programs are subject to the terms and conditions of the insurance carriers.

A full-time employee who has exhausted all sick leave benefits shall have the right to continue the hospitalization and major medical insurance by remitting the full premium to the College one month in advance.

ARTICLE 12

SUPPLEMENTAL PAY

Use of Automobiles

Employees who are authorized to use their personal automobiles in the performance of assigned duties shall be compensated at the rate of twenty-one (21) cents per mile for such miles. No mileage will be paid for commuting to and from work.

Education Pay

The employer will reimburse employees for semester credits earned at a regularly approved college or university for courses needed for continuous vocational approval, recertification and courses directly related to the instructional or job assignments.

Such reimbursement shall be a one time payment made up to a maximum rate of $80.00 per semester hour credit up to a maximum of six (6) semester hours per contract year.

Payment will be made according to the following procedure:

Step 1 - Fill out the appropriate form. Specific information as related to the course title, purpose of taking the course, number of university or college semester hours should all be provided on the form.

Step 2 - The application must be approved by both the department head and division director.

Step 3 - Upon completion of the course, a tuition payment receipt or a canceled check and a copy of the official grade report showing a passing grade must be attached to the original application of which the actual amount of the tuition paid should be specified.

Step 4 - Copies of the original application, attached with the tuition fee receipt or a canceled check, and the completed grades should be submitted to the department head. In turn, these forms and grades will be forwarded to the Staff Development Coordinator and the Business Office for payment to the applicant. The payment (at 6 semester hours per year) will be paid in a separate check if all required information were verified and turned into the Business Office prior to the fifth of the month.

ARTICLE 13

HOLIDAYS

The following days will be recognized as non-work days:

1. Independence Day - July 4th
2. Labor Day - First Monday in September
3. Thanksgiving Day - Fourth Thursday in November

4. Day following Thanksgiving
5. Christmas Day
6. Additional day on either side of Christmas Day
7. New Year's Day - January 1st
8. Additional day on either side of New Year's Day
9. Memorial Day - Last Monday in May
10. April 1, 1988

Should one of the above days fall on either a Saturday or Sunday, the preceding Friday or following Monday will be a non-work day.

ARTICLE 14

GRIEVANCE PROCEDURE

Definition

A grievance is an allegation of a violation, missapplication or misinterpretation of the terms of this agreement.

A grievant is the person, persons, or Association filing the grievance.

Procedure

Step 1 - Within ten (10) days from the date of the occurrence of the alleged violation, or within ten (10) days of the date which the employee should have been aware of the alleged violation, the grievant shall meet with his/her immediate supervisor in an attempt to resolve the issue. A written record of this meeting shall be prepared by the Department Head. A copy shall be sent to the Association.

Step 2 - If after the informal discussion on Step 1 the matter is unresolved, the grievant may file a written grievance (Appendix A) within ten (10) days from the date of the Step 1 meeting. This written grievance will be dated and signed by the division director upon receipt and a copy will be given to the grievant. The written grievance shall state the facts surrounding the grievance and specifically include name(s) of grievant(s), date of alleged violation, statement of facts, article or section of contract violated and remedy requested.

Within ten (10) days of the receipt of the grievance, the division director shall render a written decision to the grievant and a copy to the Association.

Step 3 - If Step 2 does not resolve the issue, the grievant may submit the written grievance to the Superintendent within ten (10) days from the answer in Step 2.

Within ten (10) days of the receipt of the grievance, the Superintendent shall render a written decision to the grievant and a copy to the Association.

Step 4 - If Step 3 does not resolve the issue, the grievant and the Association shall notify the Superintendent within ten (10) days after the answer in Step 3 that the grievance will be submitted to arbitration.

The Association shall request a list of arbitrators from The American Arbitration Association within ten (10) days of notice to the Superintendent as provided in the preceding paragraph. The parties shall comply with the rules and procedures of the American Arbitration Association.

The arbitrator shall have no authority to amend, modify, nullify, or add to the provisions of this agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority listed above.

The entire cost of the arbitrator's service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

General Provisions

Days as used in this procedure shall mean calendar days.

Time limits may be extended by mutual consent, in writing, of the grievant and the appropriate supervisor.

Any meeting(s) relative to Steps 1-3 above will be held so as not to interfere with the instructional programs of the employer. The Board will attempt to arrange hearings under Step 4 at the earliest possible afternoon hour. In no event will employees be released from student contact to participate in Step 4.

Failure by the grievant to process a grievance within the time limits at any step of the procedure shall be a bar to processing the grievance any further.

Should the employer fail to answer the grievance within the time limits the grievance shall automatically move to the next step except arbitration, which shall require the positive steps outlined in Step 4.

The grievant may have an Association representative present at all steps of the above procedure. In unusual circumstances, the Board may allow additional representatives to be present. Should the Uni-Serv Director desire to be involved in the steps of the grievance procedure, he/she must notify the Personnel Office of such intervention.

ARTICLE 15

DURATION

The Agreement shall be effective September 1, 1987 and shall continue in effect until August 31, 1988.

ARTICLE 16

SIGNATURE

The parties hereby agree that the preceding articles represent the entire collective bargaining agreement as negotiated by them.

FOR THE BOARD	FOR THE ASSOCIATION
President	President
Chief Negotiator	Chief Negotiator

Dated ____________________, 1987

APPENDIX A

GRIEVANCE FORM

____
Name of Aggrieved Person(s)

____

Step 2

Date Violation Occurred______________________________

Specific Provision of Contract__________________________

____

Statement of Grievance_____________________________

____

____

____

____

____

____

Remedy Sought___________________________________

____

____

__________________ ____
Signature of Grievant Date

Date Received by Division Director____________________

Decision by Division Director________________________

____

____

__________________ ____
Signature of Division Director Date

Step 3

A. ______________________________ ______________________________
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent______________________________

____

____

____

____

____

______________________________ __________
Signature of Superintendent Date

Step 4

A. ______________________________ ______________________________
Signature of Aggrieved Person Signature of Association President

B. ______________________________
Date Submitted

C. ______________________________
Date Received by Superintendent

APPENDIX B

Hawkeye Institute of Technology Professional Educator's Association

Continuing Membership Form

Name______________________________ Social Security No.________________

Building Assignment____

Association Dues $________________ (Off Membership Form)

I hereby authorize and direct the Hawkeye Institute of Technology to deduct the total deduction listed on this form in equal installments for the remainder of my contract period as per Article 9 of the Hawkeye Institute of Technology/Hawkeye Institute of Technology Professional Educator's Association Master Agreement.

This authorization is good and continues in force, unless cancelled in writing, and is good for changes in dues that may be authorized by the HITPEA not more than once per year.

Signature________________________________ Date______________________

APPENDIX C

AGREEMENT

Agreement for reduction to nine (9) month contract:

This agreement will apply to all twelve (12) month employees hired prior to July 15, 1983.

This agreement will apply only to those contract reductions that are made by administrative direction. This agreement will not apply to any twelve (12) month employee who voluntarily requests a nine (9) month contract.

	Nine (9) Month Employees
Days of Work	181
Salary and Base Year + 1 and Subsequent Years*	90% of Base Salary** *Frozen until his/her salary equals 80% of base salary plus the negotiated increases on the 12 month employee. **Base Year - Last year of twelve months employment.
Vacation Days	1. Take vacation days in cash so that base year + 1 salary plus cash equals no more than the base year salary where cash equals vacation days times base year per diem (Base year salary divided by 233). 2. Any days not used in above will not be carried over to the subsequent fiscal years.
Insurance	The employer will continue insurance and make payments through the summer, and the employee will pay his/her share as in the past including the increased cost until negotiated otherwise. The employee's share may be paid in a lump sum in July or spread over three months.

Salary Payments	The employee may choose to receive any monies owed under vacation days above in a lump sum or spread over three months. The lump sum will be paid the week of July 5th, but no later than July 25th.
Extended Contract Employees	1. Take vacation days plus extended days in cash so that base year + 1 salary plus cash equals no more than the base year salary, where cash equals vacation days plus extended days times per diem (Base Year salary divided by 233). 2. Any leftover vacation days and extended days will be treated in the same manner as vacation days for twelve month employees during subsequent years.

APPENDIX D

HIRING GUIDE

232 DAY CONTRACT*

Placement Step	Salary
1	$22,500
2	$22,900
3	$23,300
4	$23,700
5	$24,100
6	$24,500
7	$24,900
8	$25,300
9	$25,700
10	$26,100
11	$26,500

*181 Day Contract is .80 of the above figures.

APPENDIX E

REGULAR PART-TIME FORMULA

1. Calculate the regular part-time employee's work ratio for 1986-87 using the following formula:

$$W = \frac{L}{18} + \frac{C}{28}, \text{ where}$$

L= the number of lecture contact hours in 1986-87
C= the number of laboratroy contact hours in 1986-87 (the parties agreed in the current negotiations to a 28-hour laboratory limit/weekly average).

2. Determine the 1986-87 average salary in the employee's department or in the group of related instructors where appropriate.

3. Determine the 1986-87 average hourly rate in the group of regular part-time instructors.

4. Divide #2 by #3.

5. Multiply the result of #4 by the regular part-time instructor's actual hourly rate.

6. Multiply the result of #5 by the result of #1 to obtain the employee's twelve (12) month pro rata pay (without discount for lecture instructors).

7. For those employees who teach lecture courses, multiply the result of #6 by .70 to obtain the employee's adjusted twelve (12) month pro rata pay.

8. Divide the employee's twelve (12) month pro rata pay from #7 or #6 (where applicable) by the number of contact hours of teaching in 1981-82 to obtain the employee's adjusted hourly rate of pay.

The formula works for each part-time instructor as follows:

$$\frac{\text{(average related instructor's 12 month salary)}}{\text{(average part-time hourly rate)}} = \frac{X}{\text{(part-time instructor's actual hourly rate)}} = \text{adjusted salary for formula}$$

Formula:

Work ratio x adjusted salary x .70 = part-time instructor's pro rata annual salary ÷ instructor's actual total hours for 1986-87 = part-time instructor's hourly rate.

MASTER CONTRACT

between

EASTERN IOWA COMMUNITY COLLEGE DISTRICT
(MERGED AREA IX)

and

EASTERN IOWA COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCIATION

1987 - 1988

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ARTICLE I

DEFINITIONS

A. The Board of Directors of the Eastern Iowa Community College District (Merged Area IX) hereinafter referred to as the "Board" recognizes the Eastern Iowa Community College Higher Education Association, hereinafter referred to as the "Association", as sole and exclusive negotiating agent for all employees in the professional bargaining unit as certified and defined by the Public Employment Relations Board.

B. "Board", "Employer", or "District" means the Board of Directors of the Eastern Iowa Community College District (Merged Area IX) or its Representative.

"Association" means the Eastern Iowa Community College Higher Education Association or its Representatives.

"Employee" or "Teacher" means any person in the bargaining unit as certified and defined by the Public Employment Relations Board. "President" means the chief executive officer of a college.

ARTICLE II

GRIEVANCE PROCEDURE

A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. 1. A grievant is a member or members of the unit covered by this Agreement or the Association.

2. The failure of a member of the unit to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving member of the unit shall be conducted so as to result in no interference with or interruption of the instructional program of the District.

C. Procedure

1. First Step

The grievant shall file a grievance in writing with the known immediate supervisor. The written grievance shall state the nature of the grievance, should note the specific clause or clauses of the Agreement being violated, and shall state the remedy requested. The filing of the written grievance must be within twenty (20) days of the occurrence of the event which gave rise to the grievance or within twenty (20) days of the date he/she should have reasonably been aware of the alleged violation. The immediate supervisor shall make a decision on the grievance and communicate it in writing within five (5) days to the aggrieved employee and the Association.

2. Second Step

In the event a grievance has not been satisfactorily resolved at the First Step, the grievance may be appealed to the President of the College within five (5) days of the receipt of the immediate supervisor's written decision at the First Step. The President of the College or his/her designee shall file in writing an answer to the grievant within five (5) days of the receipt of the grievance.

3. Third Step

If the grievance is not resolved at the Second Step, the grievance may be appealed to the Superintendent within five (5) days of the receipt of the written decision by the President of the College. The Superintendent or his/her designee shall file in writing an answer to the grievant and the Association within twenty (20) days of the receipt of the grievance.

4. Fourth Step

If the grievance has not be satisfactorily resolved at the Third Step, and if the Association determines the grievance to be meritorious, the Association may submit the grievance to binding arbitration within twenty (20) days of the receipt of the Superintendent's written decision at the Third Step. Such submission shall take the form of a written request to the American Arbitration Association requesting a list of arbitrators. A copy of this request shall be provided to the Superintendent. The parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings, written or oral, promptly, and shall issue a decision as soon as possible. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not amend, modify, nullify, or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

E. "Days" shall be defined as those days on which faculty are required to perform their assigned duties.

F. A meeting may be held within the prescribed time limits at each step of this procedure between the aggrieved and the appropriate District Representative. A representative of the Association shall have the right to be present at each step involving such grievance.

ARTICLE III

WAGES

A. The hiring guide for the starting salaries of new employees is found in Appendix A.

Employees who have a contract for other than 185 days shall be paid 1/185th of the appropriate placement amount times the number of days which the individual is contracted.

Regular part time employees not now being prorated from the hiring guide shall be paid $350 per semester hour.

B. Overtime compensation shall be paid for an instructional load in excess of 16 equated hours for Arts and Science instructors and in excess of 20 equated hours for Vocational instructors provided that the instructional load for overtime purposes shall be averaged over the entire academic year taught by the instructor. Only instructional loads in excess of 18 equated hours for Arts and Science instructors and in excess of 22 equated hours for Vocational instructors shall be paid at the end of the term in which the load was assigned with the remaining two equated hours held for total year averaging. At any time that enrollment in an overtime class is not sufficient to cover the instructor's cost to the District, the Superintendent may cancel the class, offer the instructor the opportunity to teach the class for $350 per semester hour or for tuition received, or continue the course and pay the salary schedule amount to the instructor. For the purpose of this paragraph an equated hour shall be determined on the basis of policy and practice which was in effect for the District during the 1977-78 academic year.

C. Teaching during the summer session in Arts and Sciences shall be optional with the instructor and anyone teaching in a summer session will be reimbursed at the rate of $350 per semester hour or for the amount of tuition paid for the class, whichever is less.

D. The Board shall retain the right to assign full-time teaching employees as department or program coordinators, and any employee so assigned shall be paid at a rate of $500 per year based on a 185 day year and prorated for other lengths. In addition, the employee assigned to such a position shall receive one quarter (1/4) release time from his/her full time teaching duties for the fall and spring semesters. The Board reserves the right to leave the positions vacant or abolish them if deemed necessary. The employee may decline appointment as department or program coordinator.

E. All full time employees hired with a B.S. degree and above shall receive the following amounts added to his/her salary upon completion of the number of appropriate semester hours:

B.S. to B.S.+8	$400
B.S.+8 to B.S.+16	$400
B.S.+16 to B.S.+24	$400
B.S.+24 to M.A.	$400
M.A. to M.A.+12	$400
M.A.+12 to M.A.+24	$400
M.A.+24 to M.A.+36	$400
Attainment of Ph.D.	$500

Effective August 14, 1987, an employee on the A.A. lane of the hiring guide shall receive the following amounts added to his/her salary upon completion of the number of appropriate semester hours. Only hours earned after August 14, 1987, are applicable for such monies.

Each eight (8) semester hours - $400
Maximum twenty-four (24) semester hours -

An A.A. employee who receives a Master's degree will then be eligible to receive the educational advancement monies listed above.

Educational advancement monies will be granted retroactive to the beginning of the semester upon appropriate submission of proof of completion of coursework by October 1 or March 1.

F. Pay Periods

The contract year shall be divided into twenty-six (26) equal pay periods. When a pay date falls on a week-end employees shall receive their paycheck on the last previous working day. Employees who are not working in the summer shall have the option of picking up their checks or designating an address to which they shall be mailed.

G. The salary increase for the 1987-88 contract year shall be 8.5% of the 1986-87 contracted base salary plus $875.00 for a 185-day employee. (Prorated for other contract lengths).

ARTICLE IV

SUPPLEMENTAL PAY

A. Approved Travel

Expenses incurred by the employee for professional meetings and other travel approved by the College President shall be paid at the rate of 21¢ per mile and up to $3.50 for breakfast, $5.00 for lunch, and $10.00 for dinner. Reimbursement for lodging will not be in excess of $30.00 per night. Registration fees to a maximum of $30.00 shall be paid. If an employee requested such a trip, the employee may at his/her discretion elect to pay any or all of the expenses.

B. Directed Travel

If an employee is directed by the College to travel to other than his/her primary work site, appropriate expenses shall be reimbursed. Mileage shall be paid at the rate of 21¢ per mile for those miles in excess of the distance traveled or which would have been traveled to the primary work site. In addition, any lodging or registration expense shall be reimbursed.

C. Meals

Meals will only be reimbursed if overnight travel is involved or if approved in advance.

D. Tuition Reimbursement

Any full-time employee covered by this agreement shall receive tuition reimbursement for coursework completed at the colleges providing, however that:

1. It is for a course which would have been offered by the district if no employees were enrolled under this policy.
2. There is space available in the course after all tuition paying students, not covered by this policy, have enrolled as of the first class meeting.(1)
3. That the course is scheduled so that it does not interfere with the employees full time employment responsibilities.
4. That the employee completed all the requirements of the course and earned a passing grade; where appropriate.
5. That the employee paid the required tuition and did not receive reimbursement from any other source.
6. The employee paid for all fees, charges, books and supplies.
7. That the request for tuition reimbursement is filed on the College approved form.

Coursework under this provision shall be limited to a maximum of six credit hours or 60 Community Education contact hours per term.

Any coursework for which tuition reimbursement has been paid cannot be used for educational advancement as provided in this agreement and vice versa.

E. Extra-Curricular Compensation

An employee who performs an extra-curricular duty shall be paid under the terms of Appendix B.

---

(1) The College shall have the right to limit the size of any class.

ARTICLE V

INSURANCES

Insurance benefits for full-time employees shall be as follows:

A. Group Life Insurance

The District shall provide twenty-four hour life insurance coverage equal to an employee's annual wage or salary, rounded off to the next highest $1,000 amount, and then doubled. Payment is to be made for death from any cause. Upon the attainment of age 65, the group life amount shall be reduced by one-half, and upon the attainment of age 70, by another one-half, with the maximum of $5,000 coverage after age 70. The full cost of the group life insurance shall be paid for by the Eastern Iowa Community College District.

B. Group Accidental Death and Dismemberment Insurance

The District shall provide Accidental Death and Dismemberment Insurance coverage in the amount equal to and in addition to an employee's basic group life insurance program described above. The full cost of the Accidental Death and Dismemberment benefit shall be paid for by the Eastern Iowa Community College District.

C. Group Long-Term Disability Income Insurance

The District shall purchase a long-term disability income policy providing a ninety calendar day waiting period and benefits of 60 percent of an employee's monthly wage or salary, up to a maximum benefit of $2,500 per month. Eastern Iowa Community College District shall pay the full cost of this program.

D. Optional Group Life and Accidental Death and Dismemberment Insurance

The District will make available to all employees an Optional Group Life and Accidental Death and Dismemberment program. Up to $50,000 of optional life insurance may be elected. The District will only participate to the extent of withholding the necessary premium from the employee's wages and remitting such to the insurance company. Each new employee must sign and return to the District personnel office either a "Request" or "Refusal" from within 30 days of his or her original date of employment. Those who elect this insurance must complete a short form medical questionnaire.

E. Group Dependent Life Insurance

The District will make available to all employees who have either a spouse and/or dependent children Dependent Life Insurance coverage. The District will not pay the premium charge but will participate only to the extent of withholding the necessary premium from the employee's wages and remitting such to the insurance company. The Dependent Life Insurance shall provide $2,000 or $5,000 insurance for the spouse and/or each dependent child.

F. Group Hospital, Surgical and Major Medical Insurance

The District shall provide hospital-surgical coverage which pays 100 percent of all surgical fees and coverage for up to

365 days of hospital confinement. While hospitalized, room and board charges shall be paid at the semi-private cost, but all other hospital charges shall be paid in full. The District shall also provide supplemental major medical coverage with $1,000,000 of hospital-medical coverage beyond the basic hospital-surgical benefits described above. The major medical plan, after an individual has incurred $100 of "out-of-the-pocket" medical expenses in a calendar year shall pay 80 percent of those expenses up to $2,000 then 100 percent of the expenses up to the maximum limit of $1,000,000. The District shall maintain the diagnostic x-ray and laboratory coverage now in force. EICCD shall pay the single coverage cost for the above employees protection. If the employee desires to have his/her spouse and/or dependent children covered, a monthly premium shall be deducted from the employee's payroll check. The District shall pay a sum of $900 per year towards the family coverage premium. An employee in the employee of the District as of August 14, 1987, may opt to receive the additional $900 per year in lieu of a payment towards a family coverage insurance. The $900 will be divided equally over the pay periods. An employee hired after August 14, 1987 will not be entitled to receive monies in lieu of insurance.

G. Accidental Death and Dismemberment Insurance

The District shall provide Accidental Death and Dismemberment coverage in addition to that described previously with benefit only in case of an accident while on official school business. All full-time employees shall be insured for $25,000. The cost of this program shall be paid for by EICCD.

H. Additional Miscellaneous Insurance Information

The retirement date for any employee of EICCD shall be the first day of July following the employee's 70th birthday. After retirement, personnel may be re-employed on the basis of a one-year contract. Life insurance and disability benefits will be based on the yearly base wage or salary excluding any "additional pay".

A full-time employee is to be considered as one who is employed thirty hours per week, or more, or teaching 75 percent or more of the time for longer than six (6) months.

New employees will be eligible for insurance coverage the first day of the month following the date of employment. A change from the single to family coverage with the basic hospital-surgical plan can be made once each year effective on October 1, providing family coverage has not been twice refused. Family coverages can be obtained the first of any month, if approved by the underwriters, after filing an evidence of insurability form.

Insurance coverage will cease at the end of the last day on the month in which the last day of work occurs.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the year.

I. Dental Insurance

The District shall provide dental insurance as part of the $1,000,000 major medical coverage. Under the dental insurance plan, dental fees, in general, shall be treated the same way as any other "out-of-the-pocket" medical expenses for an insured to use in satisfying the major medical $100 calendar year deductible. Once the $100 calendar year deductible is satisfied, the plan shall pay the cost of dental expenses at the rate of 80 percent, except for prosthetics and orthodontics, which shall be paid at the rate of 50 percent. In the case of family coverage, the previously described benefits shall be provided for each family member once the family has accumulated and satisfies a $200 aggregate "out-of-the-pocket" calendar year deductible, with a maximum benefit payment of $750 per person in a calendar year. EICCD shall pay the single employee cost for the above coverage. If the employee desiresto have his/her spouse and/or dependent children covered, a monthly premium shall be deducted from the employee's payroll check.

J. Maintenance of Benefits

The parties agree that all insurance benefits shall be maintained at a level no less than in effect July 1, 1985, for the duration of this agreement.

ARTICLE VI

PAYROLL DEDUCTION

A. Any employee who is a member of the Eastern Iowa Community College Higher Education Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction for all Association dues.

B. Pursuant to the deduction authorization, the employer will deduct the amount indicated by the employee beginning at the first payroll of any month. The dues deduction authorization forms must be received by the employer no later than the fifteenth (15th) day of the month preceding the start of deductions. The said dues will be deducted in equal amounts from the first two checks of each month remaining in the year through the month of June. No deduction will be withheld from the third check of the month in those months that happen to have three pay dates.

C. An employee may terminate his/her dues deduction on thirty (30) days written notification to the District. In such cases the District will notify the Association of such dues termination before the effective date of such termination.

D. The District will transmit to the Association the total deduction of monthly dues and a listing of the employees from whom the deductions were made on the date of the second payroll payment each month.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave for the personal illness or injury of an employee shall be credited annually to members who report for duty and are covered under this agreement on the following basis:

	185 Day Contract
First Year of Employment	10 days
Second Year of Employment	11 days
Third Year of Employment	12 days
Fourth Year of Employment	13 days
Fifth Year of Employment	14 days
Sixth and Subsequent Years of employment	15 days

2. Those employees under contract for more (or less) than 185 days shall receive a pro-rated amount of sick leave.
3. The above amounts shall only be granted for consecutive years of employment in the Eastern Iowa Community College District (Merged Area IX).
4. Unused leave shall be cumulative from year to year of employment in the Eastern Iowa Community College District (Merged Area IX) to a maximum of one hundred (100) days.
5. The employee must notify his/her supervisor prior to taking sick leave. When such prior notification is impossible, he/she shall notify his/her supervisor as

soon as possible. In both cases the employee shall indicate the expected length of such absence.

6. The Board shall require the employee to sign a statement, under penalty for perjury, confirming the necessity for such leave of absence for personal injury or illness. In the case of unusual circumstances, a doctor's statement or other acceptable source of proof of illness or injury, may be required.

7. Employees shall be given a written accounting of accumulated sick leave at each pay period. Sick leave shall be calculated on an hourly basis and the minimum charge against sick leave shall be one (1) hour.

8. When absence is due to injury or illness incurred in the course of the employee's employment, the Board will pay to such employee the difference between his/her salary and benefits received under any workmen's compensation benefits, for the duration of such absence, with an appropriate reduction in accumulated sick leave.

B. Extended Leaves of Absence

An employee may be granted an extended leave of absence without pay for reasons acceptable to the District for a period of not less than one (1) academic term or more than one (1) academic year. This leave of absence may not be renewed more than two (2) times. An employee on an extended leave of absence during the spring term must notify the Superintendent in writing by the 10th day of March that he/she will report for duty the next academic year of his/her position will be declared vacant. Employees granted an extended leave of absence without pay may remain in the District insurance program by paying the full cost of monthly premiums to the Central Office by the third Friday of each month. Upon returning to full employment with the District following the approved leave of absence, the District share of the employee's insurance costs while on leave of absence, shall be reimbursed upon request by the employee.

C. Bereavement Leave

Up to five (5) days of leave without loss of pay or benefits to attend funerals may be granted in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and any other members of the immediate household. If a spouse and child should die in the same year, the employee would have an additional five (5) days of leave without loss of pay or benefits.

D. Personal Leave

Each employee shall be provided a maximum of two (2) days personal leave with pay per year with the scheduling of such days subject to the President's prior approval.

E. Family Illness

In the case of serious illness or injury of a member of the employees immediate family a maximum of two (2) days per year of leave with pay shall be granted.

Serious illness or injury shall mean illness or injury requiring hospitalization, including out-patient treatment for procedures traditionally requiring hospitalization, and shall also include the care of such individual immediately following hospitalization. The District may request a doctor's certification as to proof of such hospitalization and/or treatment.

Immediate family shall mean spouse, child, stepchild, parent or stepparent.

F. Jury Duty

An employee who is selected for and serves on jury duty shall be granted time off with pay. The employee shall notify his/her supervisor as soon as possible of such service. Any monies, excluding travel expense, received by the employee for such service shall be signed over to the District.

G. Association Leave

The District shall provide six (6) days of leave of absence with pay for use by the Association to send delegates to its state or national meetings or conventions. The Association President shall notify the District at least ten (10) days in advance of the use of such leave, except in cases of emergency.

H. Other Leaves

Other temporary leaves of absence, with or without pay, may be granted in writing at the discretion of the President of the college when he/she feels there exists justifiable reason.

ARTICLE VIII

EVALUATION

A. The Board shall evaluate the job performance of all employees annually.(1)

B. As part of this annual evaluation, an employee will be observed at least once in his/her job setting during each year. An employee will be notified at least twenty-four (24) hours in advance of a formal observation. Informal observations shall be unannounced. No employee shall be observed more than four (4) times per year.

C. Following the observation the evaluator shall meet with the employee within ten (10) days to discuss the results of such observation. Both positive and negative aspects of such observations may be discussed with the employee at this meeting. In the case of negative aspects, the evaluator shall submit written suggestions for improvements to the employee. Both parties shall sign a copy of the observation summary. The employee's signature indicates nothing more than awareness of content. The employee shall be given a copy of such record.

D. During the year any material relating to the performance of an employee's duties which is to be placed in his/her file will be first discussed with the employee. Both positive and negative aspects of performance may be addressed under this paragraph.

(1) Department coordinators appointed pursuant to Article IV of this Agreement shall not have such responsibilities evaluated with regular duties.

E. The evaluator shall meet with the employee to discuss the material to be placed in the file. A written copy of such material, signed by both parties, shall be given to the employee. The employee may submit a written response to such material within ten (10) days of its receipt.

F. Once a year the evaluator shall meet with the employee to discuss his/her appraisal of the employee's performance. Where appropriate, both positive and negative aspects may be addressed. Both parties shall sign the evaluation. The evaluator shall give the employee a written copy of this evaluation. A copy of the evaluation shall be placed in the employee's evaluation file. The employee shall have the right to submit a written response to the evaluation within ten (10) days from its receipt and have such response attached to the evaluation.

G. The employee shall have the right to review his/her evaluation file.

H. The employee shall have the right to reproduce the contents of his/her evaluation file.

I. An employee may grieve an overall unsatisfactory evaluation.

J. An employee who receives an overall unsatisfactory evaluation will have one-half of any salary increase granted by this agreement withheld from his/her salary.

ARTICLE IX

PROCEDURE FOR STAFF REDUCTION

A. A staff reduction is a termination of the position of a member of the bargaining unit. If the Board determines that such a staff reduction is necessary, preferences for retention shall be given to the most qualified and senior employees. Part-time unit members working less than 75% shall be laid off first unless needed to teach specific course(s). An employee whose position is terminated by this process who meets the minimum requirements for a vacant position and makes written application for such vacancy, will be assigned to that position. Should two or more employees qualify under this section, then selection shall be based upon competency as defined by the Evaluation Procedure and Seniority. If competency is judged to be equal seniority will be the deciding factor.

B. An employee terminated under the procedure above will be recalled to a vacancy in the position which he/she held at the time of termination for up to twenty-four (24) months from the effective date of the termination. Should more than one employee be eligible for such recall then the most senior employee will be recalled. Employees with recall rights shall receive notice of all bargaining vacancies. Employees with recall rights must keep a current address on file with the Human Resources Department.

C. Employees who are re-employed within twenty-four (24) months from the date of termination shall be reinstated at the salary level and sick leave accumulated at the time of termination.

ARTICLE X

TRANSFERS

A. Definition

The movement of an employee for more than one academic term (semester) from one college to another college shall be a transfer.

B. Voluntary Transfer

If a vacancy occurs within the District notice of the position shall be posted at each college on bulletin boards in areas frequented by unit members for a least ten (10) days. A copy of the notice shall be sent to the Association President.

Employees who desire a transfer must file a written statement of such desire with the Superintendent's office.

When a vacancy exists above and the qualifications(1) of all candidates are essentially equal, the present staff member will be given preference.

An employee who is transferred shall retain his/her normal position on the salary schedule and any benefits provided under this contract.

C. Involuntary Transfer

An involuntary transfer shall be a transfer as defined in "A" above, which occurs despite the fact that his/her position still exists. An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative, and the Superintendent, at which time the employee shall be given written reason(s) therefore.

---

(1) Qualifications means for the purpose of this article, work experience, teaching experience and education.

If the involuntary transfer by the employer results in the assigned work location being more than 30 miles from current residence and the employee relocates within one (1) year of the transfer, the Board shall pay actual moving expenses up to a maximum of $1,000. The District shall also pay mileage to the employee for commuting to work in the new city, not to exceed the mileage between the transfer college and the previous college, until new housing is found or until one (1) year after notification of the involuntary transfer, whichever is earlier.

ARTICLE XI

HEALTH AND SAFETY

A. Physical examinations, if required by the Board, shall be paid for by the Board. The examining physician may be chosen by the employee from a list of eight (8) doctors from each college area supplied by the Board.

B. Employees shall not be required to work or perform tasks under unsafe or hazardous conditions. Employees who are aware of such conditions shall notify his/her supervisor.

ARTICLE XII

SENIORITY

A. Seniority shall be District wide and shall be computed from the effective date of the first individual contract with the District which would presently place that employee in the bargaining unit. If two or more employees have the same seniority date, the relative order of seniority among them shall be determined by drawing lots.

B. Seniority will continue to accrue during all paid leaves of absence and during all unpaid leaves of absence lasting one (1) academic term or less. If an employee is employed in a District position outside the bargaining unit, or takes an unpaid leave of absence lasting more than one (1) academic term, the time of such employment or leave shall not be counted in computing seniority, but if such employee is re-employed in the bargaining unit, he/she shall retain previously accumulated seniority. If an employee is terminated or resigns from the District employment and if such employee is re-employed by the District within two (2) years, he/she shall retain previously accumulated seniority.

C. No later than September 30 of each year the Employer will provide the Association President with a list of all the employees in the bargaining unit with their seniority dates. A listed employee who believes that he/she has been incorrectly placed on the list shall submit written notification to the Director of Human REsources by November 15 of each year. The College and the Association shall then attempt to resolve such a dispute.

ARTICLE XIII

DURATION

This Agreement shall be effective as of August 14, 1987 and continue until midnight August 13, 1988.

The aforementioned contained thirteen articles constitute the Agreement as negotiated and agreed to by the respective representative of the Board and Association as witness their signature placed hereas the ____ day of June, 1987.

Board of Directors

Ellis [illegible]
President

Harvey T. Wittsey
Chief Negotiator

For the Association

Charles S. Kolsrud
President

Jim Fowler
Chief Negotiator

APPENDIX A
1987-1988
HIRING GUIDE 185 DAY

	AA	BS	BS+8	BS+16	BS+24	MA	MA+12	MA+24	MA+36
0.	16,550	16,950	17,350	17,750	18,150	18,550	18,950	19,350	19,750
1.	16,900	17,300	17,700	18,100	18,500	18,900	19,300	19,700	20,100
2.	17,250	17,650	18,050	18,450	18,850	19,250	19,650	20,050	20,450
3.	17,600	18,000	18,400	18,800	19,200	19,600	20,000	20,400	20,800
4.	17,950	18,350	18,750	19,150	19,550	19,950	20,350	20,750	21,150
5.	18,300	18,700	19,100	19,500	19,900	20,300	20,700	21,100	21,500
6.	18,650	19,050	19,450	19,850	20,250	20,650	21,050	21,450	21,850
7.	19,000	19,400	19,800	20,200	20,600	21,000	21,400	21,800	22,200
8.	19,350	19,750	20,150	20,550	20,950	21,350	21,750	22,150	22,550
9.	19,700	20,100	20,500	20,900	21,300	21,700	22,100	22,500	22,900
10.	20,050	20,450	20,850	21,250	21,650	22,050	22,450	22,850	23,250

Ph. D. - Add $500

APPENDIX B

EXTRA CURRICULAR COMPENSATION SCHEDULE

Position	Pay
Athletic Director	1,200
Director of Intramurals	800
Assistant Director of Intramurals	600
Basketball Coach	3,000
Spring/Fall Baseball	3,000
Spring Softball/Spring Baseball/Volleyball	2,000
Assistant Coaches (Major)	900
Minor Sport Coaches	700
Cheerleader Sponsor	700

Agreement
between
KIRKWOOD COMMUNITY COLLEGE FACULTY ASSOCIATION
and
KIRKWOOD COMMUNITY COLLEGE

1986 - 1988

AGREEMENT

BETWEEN

KIRKWOOD COMMUNITY COLLEGE
FACULTY ASSOCIATION

AND

KIRKWOOD COMMUNITY COLLEGE

1987 - 1988

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ARTICLE I

RECOGNITION

The Board of Directors of Kirkwood Community College hereby recognizes the Kirkwood Faculty Association as the Certified, exclusive bargaining agent for all employees both full-time and appropriate regular part-time, as described and defined in Case No. 115 by the Public Employment Relations Board.

The Board agrees not to negotiate with any member individually or with any organization other than the Association for the duration of the Agreement.

The terms "employee" and "unit member" when used in this agreement shall mean any person represented by the Association for purpose of collective bargaining as certified and defined by the Public Employment Relations Board.

The terms "employer" and "Board" when used in this agreement shall mean the Board of Directors of Kirkwood Community College (Merged Area X) or its representatives.

The term "Association" when used in this agreement shall mean the Kirkwood Faculty Association or its representatives.

Seniority shall mean continuous years of service with Kirkwood Community College, since the founding date of the College district. Seniority of employees who began work on the same date shall have their length of service determined by drawing lots.

ARTICLE II

SALARY

H.F. 780 Monies - Each 215-day employee shall have $1,409 added to his/her 1986-87 salary effective August 30, 1987. Each 186-day employee shall have $1,219 added to his/her 1986-87 salary effective August 30, 1987. Any part-time certificated bargaining unit member who is not receiving House File 780 monies in 1986-87 shall have a prorated amount of the appropriate aforementioned dollar amounts added to his/her 1986-87 salary effective August 30, 1987.

Increases 1987-88 - Effective August 30, 1987, each full-time 186- and 215-day contracted employee shall receive a three (3) percent increase on his/her 1986-87 contracted salary, after the addition of the appropriate aforementioned H.F. 780 monies. In addition, each 186- and 215-day employee shall have $562 and $650 added respectively to his/her contracted salary.

Additional Increases Based Upon Formula Funding - Should the College receive over $750,000 from the implementation of the funding formula, the faculty shall receive thirty-three (33) percent of such dollars over $750,000, up to a maximum funding of $1,269,000. Such dollars shall be for salary increases. The total additional salary dollars will be distributed 50% on a percentage basis and 50% on a flat dollar basis and prorated for the 186-215-day contracts as of August 30, 1987.

General Fund Salary Monies - Should the legislature appropriate any additional monies for college salaries, the faculty shall receive thirty-three (33) percent of such monies. Distribution will be 50% on a percentage basis and 50% on a flat dollar basis and prorated for the 186-215-day contracts.

Specific Faculty Salary Monies - Should the legislature appropriate salary monies designated for faculty employees, such monies will be distributed to only those employees as designated by law on a 50% percentage and 50% flat dollar basis unless specified otherwise by law. Such dollars shall be for salary increases.

Appendix A - Will have a $16,000 base at Level 4 (B.A.) Step 0 for a 186-day contract. Educational levels will be $475 between each level. Vertical steps shall be $400 on all lanes.

Appendix A will be used by the Board of Directors in the initial salary determination of new unit members using the definition of terms contained in Appendix B with the following guidelines:

1. Location on Level

    a. Unit members without related work experience shall be located on the proper level according to their education.
    b. Unit members without educational credit shall be located on the proper level according to their related work experience.

    c. Unit members with both education and related work experience shall be located on the level which is the sum of their education level and their related work experience level.

2. Location on Step

   a. Credit for previous teaching, counseling or library experience in the field for which the unit member is hired shall be given for ten years preceding full-time employment at Kirkwood Community College on the following basis:
   One year equals one step on the salary guideline.

   b. For the purpose of location on the salary guideline, one year of professional experience shall be defined as nine months or more of teaching or counseling or library experience in one academic year.

3. When hiring new employees, the Board retains the right to offer salaries which are competitive with those of industry and which are higher than those on the salary placement guide. The Board will make every effort not to hire new employees at a rate higher than current employees in that discipline with similar educational credentials and work experience. The Board will notify the Association of such hirings.

4. The Board may hire new employees below the salary placement guide only where it can show that Federal funding does not meet the salary placement guide and where it has not solicited any restrictions on salaries.

Those unit members who earned additional academic credits after August 30, 1978 will have their annual contract salary adjusted. Hours which were in excess of those used for level location for the 1978-79 contract year will be carried over and be used in conjunction with hours earned after August 30, 1978 to earn Educational Salary Adjustments. These additional academic credits must be in the unit member's assigned field, or in educational methodology and theory, or in a program or study leading to a degree in an applicable teaching field as determined by the College, and shall be approved in advance by the Superintendent or designee.

The Board will recognize work experience for educational salary adjustments. Work experience shall be converted to credit hours on a 40 work hours equals one credit hour basis for structural occupational experiences which include working, supervising, or a technical study of the occupational area taught; and 80 work hours equals one credit hour for observation in the occupational area taught. In any fifteen (15) credit hour movement, at least three (3) credit hours must be in academic work. Credits under this section are subject to the same rules as other educational adjustments and as identified on Appendix B. Administration of this section shall be by the Personnel Office.

Hours must be completed and official transcripts or other pertinent documentation on file in the Personnel Office by September 15 of each year in order to be eligible for an educational salary adjustment during that contract year. The responsibility for initiating this adjustment action is that of each individual unit member.

No Educational Salary Adjustment will be awarded for activities for which the College has paid any direct expense.

Effective August 30, 1987, the Educational Salary Adjustment will be:

Educational Credits Completed	Starting Point	Dollar Adjustment
Upon completion of Associate Degree or 60 semester hours toward a degree program.	Less than 60 semester hours	475
Upon completion of 3-year R.N. or 90 semester hours	2-year R.N. or 60 semester hours toward a degree program	475
Upon completion of Bachelors Degree	60 semester hours and beyond	475
Upon completion of B.A. + 15	B.A.	475
Upon completion of B.A. + 30	B.A. + 15	475
Upon completion of M.A.	B.A. + 30	475
Upon completion of M.A. + 15	M.A.	475
Upon completion of M.A. + 30 (MFA - 60 credit hours)	M.A. + 15	475
Upon completion of M.A. + 45 or Ed.S.	M.A. + 30	475
Upon completion of Doctorate	M.A. + 45 or Ed.S.	475

ARTICLE III

SUPPLEMENTAL PAY

Unit members who are required to travel to accomplish assigned duties shall be reimbursed for such actual and necessary expenses as are approved by the Superintendent and the Board.

Unit members required to use their private automobiles in the performance of assigned duties shall be reimbursed at the rate of twenty-four (24) cents per mile. Travel to and from a unit member's home and his/her primary assignment is not reimbursable.

Full-time members who teach extra hours shall be paid at the maximum part-time rate.

ARTICLE IV

LENGTH OF CONTRACT

Members of the unit employed on either a 215-day or 186-day contract shall be scheduled as follows:

A. 215-Day Contract

1. Unless otherwise agreed to, members employed on a 215-day contract shall be assigned to work during the fall, winter and spring terms and during 30 consecutive working days of the summer with the following additional stipulations:

    a. The Superintendent or designee will determine, after discussion with individual unit member, which individuals shall work the first 30 days of the summer term and which shall work the last 30 days of this term.

    b. Should the total number of working days in the fall, winter and spring terms plus the 30 additional working days in the summer term be less than 215, the remaining days shall be considered work days to be assigned by the Superintendent or designee.

    c. The Superintendent, upon receipt of a written request from the unit member and at his (Superintendent's) discretion, may allow that person to work an additional 30 days to a total of 245 during a contract year and then reduce the number of working days for that person by 30 days to a total of 185 in the ensuing contract year. The person's salary shall not be adjusted upward for the additional days worked during the first year, nor adjusted downward for the reduced days worked in the second year.

2. Unit members employed on a 215-day contract may, through submitting a written request to the Superintendent and with the approval of the Board of Directors, be reassigned to a 186-day contract on either a one-time or permanent basis at 86.5 percent of their 215-day contract annual salary. A request for their reassignment must be submitted to the Superintendent at least three (3) months in advance of the date of implementation.

B. 186-Day Contract

Members employed on a 186-day contract shall be assigned to work during three consecutive terms unless otherwise agreed to. Should the total number of working days in these three terms be less than 186, the remaining days shall be considered work days to be assigned by the Superintendent or designee.

C. Persons whose positions make desirable their presence beyond the basic 215 or 186-day contract may consent to work additional days and they shall be paid for these days.

ARTICLE V

INSURANCE PROGRAM

Unit members covered by this agreement will be covered by the following insurance programs for a twelve (12) month period.

1. Group Health and Hospitalization. The Board will purchase a comprehensive program with major medical, outpatient diagnostic x-ray and laboratory and dental benefits equal to those provided in the 1982-83 school year for full-time and appropriate regular part-time employees. The College will solicit suppliers of Health Maintenance Organization programs to offer proposals. Selection of a proposal for College bargaining unit employees will be mutually agreed upon between the Administration and the Kirkwood Faculty Association. The Board will contribute the cost of the single employee premium (1) and an additional $67.47 a month toward the dependent coverage for those unit members(2) who select same.
2. Group Life. The Board will purchase a group life insurance policy on each unit member in the amount of twice his/her salary carried to the next highest thousand dollars. The Board shall contribute the cost of the premium for this insurance.
3. Accidental Death, Dismemberment and Loss of Sight. The Board will purchase an accidental health, dismemberment, and loss of sight insurance policy on each employee subject to the limits on the life insurance policy. The Board shall contribute the cost of the premium for this insurance.

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(1) 3/4-time employees will receive Board contributions at the same level as full-time employees. 1/2-time employees will receive Board contributions at half the single employee monthly premium.

(2) 3/4-time employees will receive Board contributions at the same level as full-time employees. 1/2-time employees will receive $33.74 per month toward dependent coverage if they elect same.

4. Long-Term Disability. The Board will purchase a long-term disability insurance policy for each full-time employee which shall provide a monthly benefit of 60% of salary, up to a maximum of $2,500 per month. The waiting period shall be ninety (90) days. The Board shall contribute the cost of the premium for this insurance.

5. Liability. Unit members will be covered by a College financial liability insurance covering liabilities directly attributable to assigned duties. Unit members required to use personal automobiles in their assigned duties shall be covered by a Board-paid liability insurance in excess of their individual primary insurance policy.

6. Continuation of Insurance. In the event that a unit member, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of his/her contract year. Employees on paid leave shall continue to have Board contributions made according to the levels described above. Unit members on nonpaid leaves of absence of one month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums in advance monthly to the Board.

7. Description of Coverage. The Board shall provide to each unit member a description of the insurance coverage provided herein within 10 days of the receipt of such booklets from the insurance carrier. Each new employee shall be supplied a copy of the insurance booklet.

8. The Association shall have the right to review, with the appropriate Board representative, all insurance policies which relate to their duties. Any change in these policies will be brought to the attention of the Association President.

9. There shall be no reduction in benefits due to a change in carriers.

ARTICLE VI

LEAVES OF ABSENCE

A. The Board may grant a full-time(1) employee a leave of absence in accordance with the following provisions:

1. A leave of absence of one year or longer is granted as a leave from the College and not as a leave from a specific position or location.
2. As a condition for granting the leave, the employee will designate the date upon which he/she shall return to work.
3. The employee shall notify the Board of his/her intent to return to work between sixty (60) and seventy (70) days prior to the scheduled return date in number two (2) above.
4. Failure to provide notice under number three (3) above may be considered a resignation.

B. Paid Leaves of Absence

1. Sick Leave:

At the beginning of each school year members shall be credited with:

a. Illness or Injury --

1st, 2nd & 3rd Year	-- 12 days per year
4th Year	-- 13 days per year
5th Year	-- 14 days per year
6th Year & subsequent Years	-- 15 days per year

---

(1) Regular part-time employees shall receive a prorated portion of leaves of absence.

-- to be used for absences caused by illness or physical disability of the member. The unused portion of such allowance shall accumulate to a maximum of ninety (90) days.

Each employee shall be given a copy of his/her accumulated sick leave days no later than thirty (30) days after the end of the fiscal year.

2. Jury Duty:

Pay to be the difference between regular salary and jury pay.

3. Military Service:

Under the provisions of the Selective Service Act and the Code of Iowa.

4. Death In The Immediate Family:

An employee may be granted up to a total of five (5) working days of absence annually, with full pay. Such leave will not be charged against sick leave nor will it be cumulative. The immediate family shall be interpreted as: father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, and comparable in-laws.

In addition, up to a total of two (2) working days absence annually, with full pay, may be allowed to attend funerals of other relatives and close friends. Such leave shall not be charged against sick leave nor shall it be cumulative.

5. Illness Of Immediate Family:

In case of serious illness or serious injury of a member of the employee's immediate family, a maximum of a total of three (3) working days absence annually, with full pay, may be granted. The immediate family shall be construed to mean father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, or father-in-law. These absences shall not be charged against sick leave nor shall the leave be cumulative.

6. Personal Leave:

   Two (2) days per year may be granted by the department head when:

   a. The department head is notified that the activity to be taken is one that cannot be accomplished at any other time than that requested by the faculty member.

   b. The activity is not a vacation-like activity.

   Notice shall be given five (5) working days in advance of the day requested, if possible.

C. Unpaid Leaves of Absence

1. Professional Leave —

   A leave of absence for up to one (1) year may be granted to any faculty member, upon application for professional purposes. The Board may extend such leave as it desires.

2. Military and Alternative Service Leaves —

   A military leave of absence or an alternative service leave of absence shall be granted in accordance with the provisions of the Selective Service Act and the Code of Iowa.

3. Political Activities --

   A faculty member who is elected or appointed to a public office which requires his/her absence from duty with the College for an extended period of time may be granted a political leave of absence.

4. Child Care --

   Child care leave, in circumstances which the Board may determine to be necessary, may be granted for up to one (1) year to a parent, upon application.

5. Other extended leaves of absence without pay may be granted for good cause upon application of the unit member.

6. Any member of the unit on unpaid leave of absence shall retain the right to pay full premium of insurance benefits so that he/she may retain such insurance benefits during the period of leave.

ARTICLE VII

TRANSFER

A transfer shall be the movement of a unit member from one supervisory area to another supervisory area in which the unit member is certified.

The unit member to be transferred is to be informed at such time as the transfer is being seriously considered.

A unit member who assumes administrative duties and is subsequently reassigned to a position in the bargaining unit shall resume all rights and privileges that he/she would have had, had he/she continued in the unit except for seniority. Such an employee will accrue one (1) year of seniority for each two (2) years of service as an administrator. The Board will not involuntarily transfer a unit member to an administrative position.

The Board shall post vacancies covered by this Agreement throughout the College. Any full-time unit member may apply for transfer to any open position for which he/she is qualified.

ARTICLE VIII

IN-SERVICE TRAINING

A. The Board may provide in-service activities it deems beneficial to the employee. The Board will seek recommendations from the unit members as to possible programs for in-service training.

ARTICLE IX

DEDUCTIONS FROM SALARY

A. Any member of the unit who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues.

B. Regular Deductions: Pursuant to an authorization by the unit member, the employer shall deduct one-tenth of total dues from the regular salary check of the unit member each month for ten months beginning in September and ending in June of each year.

C. Prorated Deduction: A unit member who begins dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through May if so authorized by the employee.

D. Duration: Such authorization shall continue in effect during the life of this Agreement unless revoked, in writing, by the member of the Association so authorizing, provided that he/she shall give 30 days notice to the employer of such revocation.

E. Transmission of Dues: The Board shall transmit to the Association the total monthly deductions for Association dues and a listing of the unit members for whom deductions were made within ten (10) working days following the end-of-the-month pay period.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definition:

1. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the unit who claim they have been aggrieved, or by the Association with the immediate supervisor of any of the employees filing such a grievance.
2. The grievant may have representation by the Association at each step of the grievance procedure. The Association has the right to be present at any step.

B. Purpose:

The purpose of this procedure is to secure equitable solutions to alleged violations of this Agreement which may arise.

C. Procedure:

1. Level One

The grievant will present a signed, written grievance on an approved form to the immediate supervisor or designee within fifteen (15) working days from the date of the occurrence of the event giving rise to the grievance or within fifteen (15) working days from the date the grievant should reasonably become aware of such event. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. Nothing shall preclude a meeting between the parties at this level. Within ten (10) working days after the presentation of the grievance, the immediate supervisor shall give his/her answer to the unit member in writing.

2. Level Two

In the event a grievance has not been satisfactorily resolved at the Level One, the grievant may, within five (5) working days of the receipt of the immediate supervisor's answer, submit to the appropriate dean, a signed written statement of grievance. The dean or designee shall give the unit member an answer in writing no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time shall be allowed in an amount mutually agreed on by both parties.

3. Level Three

If the grievance is not resolved satisfactorily at the Level Two, the grievant may, within five (5) working days of the receipt of the dean's answer, submit to the Superintendent/President of the College a signed written statement of the grievance. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. The Superintendent/President or designee shall give the unit member an answer in writing no later than five (5) working days of receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

4. Level Four

If the grievance is not resolved at Level Three, the grievant or his/her representative may, within five (5) working days, notify the Superintendent/President that the grievance be submitted to binding arbitration.

The party requesting the arbitration shall notify the American Arbitration Association within ten (10) working days of notifying the Superintendent/President requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the American Arbitration procedure.

The arbitrator shall not amend, modify, nullify or add to the provisions of this Agreement. The arbitrator's decision shall be binding upon both parties unless he/she has exceeded his/her authority under the terms of this Agreement.

The entire cost of the services of the arbitrator shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

All meetings and hearings under this procedure shall be conducted in private.

General Provisions. The parties by mutual agreement may have meetings at anytime during the procedure.

"Grievance" in this Article means a grievance on the subject matter of this Article.

ARTICLE XI

SAFETY

The Board shall maintain safe working conditions in compliance with applicable state and federal laws.

Unit members will not be required to work under unsafe conditions.

The Board shall provide required safety goggles, helmet, gloves and hard hats in the appropriate shop and laboratory areas.

ARTICLE XII

ACCESS TO DATA

The Board agrees to furnish to the Association upon request over the signature of its president, and the Association agrees to furnish to the Administration of the College upon request over the signature of the Superintendent, non-confidential and clearly-available information necessary and relevant to the processing of a grievance within the meaning and procedures in Article X of this Agreement.

The Board agrees to furnish to the Association, upon request over the signature of its president, and the Association agrees to furnish to the Administration of the College upon request over signature of the Superintendent, non-confidential, clearlyavailable information necessary to understand and intelligently discuss mandatory or mutually agreed upon subjects of bargaining prior to and during negotiations.

ARTICLE XIII

PERSONNEL FILES

A. All material in the personnel files of members of the unit, except for confidential individual letters of reference provided by persons or institutions and used by the unit member in the pursuit of employment at Kirkwood Community College, shall during office hours and in the presence of a representative of the Personnel Office, be available for such member to inspect, and such member may be accompanied by counsel or representative.

B. Individual members of the unit shall, at their request, have the right to insert in their personnel files their version of, or a rebuttal of, material adverse to their interests.

C. Notwithstanding anything in A or B above, all material relative to grievances shall be filed separately from individual personnel files.

ARTICLE XIV

NON-DISCRIMINATION

The Board and the Association agree that the provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, disabilities, political affiliations, or membership or non-membership in or activity on behalf of the Association.

Should an employee and/or the Association initiate an action in other forum relative to the subject matter contained in this Article, no grievance may be filed; any grievance which has already been filed but has not been resolved shall be deemed to have been withdrawn; and if any grievance has been resolved in favor of the employee/Association, the remedy received by the employee or Association shall be returned to the College by the party which received it.

ARTICLE XV

EVALUATION

GENERAL PROVISIONS

All unit members will be informed of the job-related evaluation criteria, procedure, and the forms to be used, prior to October 1st of each academic year. All new hires or persons unavailable on this date will be notified, within 30 working days of availability, of the job-related evaluation criteria, procedure, and the forms to be used. Nothing prevents the immediate supervisor from discussing goals and objectives for the next academic year at any time.

During the year, the unit member will be given a copy of any evaluation material, both positive and negative, to be placed in his/her evaluation file. The Supervisor and unit member shall meet to discuss the contents of such document(s) before it is placed in the file. The unit member shall be entitled to respond to the contents of such documents within ten (10) working days of such discussion and have such response attached to the original documents. The Supervisor shall not be entitled to respond to the response.

PROBATIONARY (TRACK 1)

A unit member during the first two years of employment will be considered on probationary status (unless mutually extended to a third year).

All probationary unit members will be evaluated based on job-related criteria which will be submitted to them, in writing, at a conference with their immediate supervisor prior to October 1st of each academic year.

During the year, a minimum of three unannounced classroom or other educational activity observations will be conducted. After each observation, the supervisor will meet with the unit member and review the observation. The unit member will be given a written summary of that meeting, including recommendations for items in need of remediation, if any. A copy of such summary shall become a part of the unit member's evaluation file.

PROFESSIONAL GROWTH (TRACK 2)

A unit member who has completed the probationary period at the College will be considered on the professional growth track.

Each unit member on this track will have an annual evaluation conference with his/her immediate supervisor at a mutually agreed upon time. If a time cannot be agreed upon, the supervisor will establish the date.

Any Professional Growth Track unit member may conduct a student evaluation of his/her classroom or work assignment performance upon any forms he/she desires. A unit member on this track may also elect to do a self-evaluation and/or a peer evaluation. Such information may be presented to the immediate supervisor at the annual evaluation conference. Any material relative to the student evaluation, self-evaluation, or peer evaluation in this article shall be placed in the unit member's evaluation file if the unit member or the immediate supervisor deem it to be relevant. Material developed under this paragraph is not grievable under the grievance procedure.

The unit member and his/her immediate supervisor may have the annual evaluation with or without educational activity observations. In the case of no observation, the conference between the supervisor and the unit member will discuss the unit member's performance for the past year and professional objectives for the next year.

Whatever the format, the immediate supervisor will create a written summary of that conference for the unit member's evaluation file. A copy will be provided the unit member.

DEVELOPMENTAL (TRACK 3)

A unit member who has received an evaluation which indicates a significant adverse change in job performance may be moved to the developmental track for not less than one (1) quarter nor more than one (1) year, only after the following has taken place:

(1) The evaluation recommending such movement will be reviewed by the appropriate Dean, and the Personnel Officer.

(2) The unit member will be notified at a meeting with the immediate supervisor, the appropriate Dean, the Personnel Officer, and a Kirkwood Faculty Association representative, that they are being moved to the Developmental Track, and the justifications for such movement. The unit member may request in writing that K.F.A. representative not be present at said meeting.

After such movement has taken place, the following steps will be followed:

The immediate supervisor will meet with the unit member to outline the concerns and provide appropriate remedial action necessary to correct the problem(s). Such plan shall be in writing and a copy will be furnished to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Personnel Officer.

The supervisor will provide close monitoring of the unit member's performance during this period. Such monitoring shall be documented with copies to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Personnel Officer.

At such time as the immediate supervisor is satisfied that remediation has been successful, he/she will make a recommendation to the appropriate Dean and the Personnel Officer that the unit member be returned to Track 2 (Professional Growth). A unit member who does not respond to remediation will be subject to termination in accordance with appropriate state law. A copy of all correspondence will be sent to the K.F.A. President.

ARTICLE XVI

REDUCTION IN STAFF

A reduction in staff is an elimination of or the reduction of position(s). When the Board determines that reduction in staff is necessary, it shall consider need, seniority and competency on an overall basis in determining which unit members shall be retained. [Need: instructional needs of the College; seniority: as defined in this Agreement; competency: education, work experience, certification and evaluation (Article XV)].

Part-time employees will be reduced first unless specific curriculum needs dictate retention of such employees.

Prior to making a decision to terminate a unit member, the Board shall consider the unit member for any vacancy for which he/she has received teaching approval or has credentials necessary to receive teaching approval by the State Department of Public Instruction.

When a reduction in staff is necessary, the following procedures shall be in effect:

a. Any unit member affected by the reduction in staff shall receive notice of possible termination by March 1 and final notice by March 15. Such notice(s) shall be in writing to the employee(s).

b. As soon as a unit member is notified of possible termination the resources of the Personnel and Placement Offices shall be made available to him/her in seeking new employment.

A unit member terminated under this procedure shall be eligible for re-employment for up to two academic years to a vacancy in a position in which he/she was employed at the time of termination or to a vacancy in a position which the employee had satisfactorily performed at the College and for which he/she can receive current approval from D.P.I. Unit members shall be re-employed in the reverse order of termination under the same conditions applicable at the time of termination.

The Board shall notify each terminated unit member of any vacancy to which he/she has re-employment rights, for two academic years at his/her last known address. A list of such terminated unit members will be maintained by the Board and a copy forwarded to the Association President by April 1 of each year.

Any unit member who is re-employed under the above procedures shall be reinstated with accumulated sick leave benefits and salary level which existed at the time of lay-off.

The Board's obligation to terminated unit members under the above procedure shall terminate under the following conditions:

1. Two years from termination or
2. Comparable employment in higher education or
3. Lapse of state certification or
4. Voluntary waiver of re-employment rights by the employee in writing to the Board.

Unit members hired on grants or to replace unit members on a leave of absence shall be on limited term contracts and have no rights under this section. Such unit members must be notified at the time of their employment that they are on limited term contract.

ARTICLE XVII

DURATION

This Agreement shall be effective August 30, 1987 and continue in effect through August 29, 1988.

For the College

President of Board

Chief Negotiator

For the Association

President of Association

Chief Negotiator

Dated February 5, 1987

INITIAL PLACEMENT - SALARY GUIDELINE

STEP		1	2	3	4	5	6	7	8	9	10	11
		Less than 60 hrs. beyond HS	AA or 2 yr. RN	3 yr. RN or 90 hr. beyond HS	B.A. or B.S.	BA/BS plus 15	BA/BS plus 30	M.A. or M.S.	MA/MS plus 15	MA/MS plus 30 (MFA/60)	MA/MS plus 45 or Ed.S.	Doctor-ate
0	215	16,850	17,399	17,948	18,497	19,046	19,595	20,144	20,693	21,242	21,791	22,340
	186	14,575	15,050	15,525	16,000	16,475	16,950	17,425	17,900	18,375	18,850	19,325
1	215	17,312	17,861	18,410	18,959	19,508	20,057	20,606	21,155	21,704	22,253	22,802
	186	14,975	15,450	15,925	16,400	16,875	17,350	17,825	18,300	18,775	19,250	19,725
2	215	17,774	18,323	18,872	19,421	19,970	20,519	21,068	21,617	22,166	22,715	23,264
	186	15,375	15,850	16,325	16,800	17,275	17,750	18,225	18,700	19,175	19,650	20,125
3	215	18,236	18,785	19,334	19,883	20,432	20,981	21,530	22,079	22,628	23,177	23,726
	186	15,775	16,250	16,725	17,200	17,675	18,150	18,625	19,100	19,575	20,050	20,525
4	215	18,698	19,247	19,796	20,345	20,894	21,443	21,992	22,541	23,090	23,639	24,188
	186	16,175	16,650	17,125	17,600	18,075	18,550	19,025	19,500	19,975	20,450	20,925
5	215	19,160	19,709	20,258	20,807	21,356	21,905	22,454	23,003	23,552	24,101	24,650
	186	16,575	17,050	17,525	18,000	18,475	18,950	19,425	19,900	20,375	20,850	21,325
6	215	19,622	20,171	20,720	21,269	21,818	22,367	22,916	23,465	24,014	24,563	25,112
	186	16,975	17,450	17,925	18,400	18,875	19,350	19,825	20,300	20,775	21,250	21,725
7	215	20,084	20,633	21,182	21,731	22,280	22,829	23,378	23,927	24,476	25,025	25,574
	186	17,375	17,850	18,325	18,800	19,275	19,750	20,225	20,700	21,175	21,650	22,125
8	215	20,546	21,095	21,644	22,193	22,742	23,291	23,840	24,389	24,938	25,487	26,036
	186	17,775	18,250	18,725	19,200	19,675	20,150	20,625	21,100	21,575	22,050	22,525
9	215	21,008	21,557	22,106	22,655	23,204	23,753	24,302	24,851	25,400	25,949	26,498
	186	18,175	18,650	19,125	19,600	20,075	20,550	21,025	21,500	21,975	22,450	22,925
10	215	21,470	22,019	22,568	23,117	23,666	24,215	24,764	25,313	25,862	26,411	26,960
	186	18,575	19,050	19,525	20,000	20,475	20,950	21,425	21,900	22,375	22,850	23,325

Revised 1987-88

APPENDIX B

DEFINITION OF TERMS

LEVEL	EDUCATION	LEVEL	RELATED WORK EXPERIENCE
1	Less 60 hours beyond high school	1	2 years
2	A.A. degree or two years R.N.	2	4 years
3	3 years R.N. or 90 hours beyond high school	3	6 years
4	B.A. or B.S. degree	4	8 years
5	B.A. or B.S. + 15 semester hours	5	10 years
6	B.A. or B.S. + 30 semester hours	6	12 years
7	M.A. or M.S. degree	7	14 years
8	M.A. or M.S. + 15 semester hours	8	16 years
9	M.A. or M.S. + 30 semester hours (MFA - 60 credit hours)	9	18 years
10	M.A. or M.S. + 45 semester hours or Ed.S.	10	20 years
11	Doctorate	11	22 years

A Collective Bargaining Agreement

between

Des Moines Area
Community College
Higher Education
Association

and

Board of Directors
of Des Moines Area
Community College

1986 - 1988

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ARTICLE I
RECOGNITION

Section A. Recognition Clause

The Employer hereby recognizes the Des Moines Area Community College Higher Education Association for the term of their PERB certification as the exclusive and sole bargaining agent for the bargaining unit described as follows:

INCLUDED: All full-time and regular part-time* teachers, program chairpersons, media specialists, librarians, and counselors.

EXCLUDED: Department directors, supervisors, coordinators, administrators, classified staff (secretarial-clerical), support staff (paraprofessional), interim term employees, non-regular part-time faculty and all Employees defined in Section 4 of the Public Employment Relations Act, and all other employees of the Des Moines Area Community College.

*Regular part-time means service during two consecutive semesters, excluding the summer semester consisting of eight (8) or more Faculty Activity Units as defined by the Faculty Activity Policy of August 1984.

Section B. Definitions

1. The term "Employer" as used in this Agreement shall mean the Des Moines Area Community College's (merged Area XI) duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association in the bargaining unit as defined by the Public Employment Relations Board. Full-time shall mean employees who are so designated in

the Salary Classification book on file in the Human Resources Office.

3. The term "Association" as used in this Agreement shall mean the Des Moines Area Community College Higher Education Association.

4. "Working day" shall mean any day on which an employee covered by this Agreement is required to carry out his/her duties exclusive of holidays and weekends.

5. "Seniority" is defined as the accumulated length of time an employee has fulfilled his/her duties in a position or positions listed in Article 1, Section A(4) of this Agreement.

   a. Employees who have been reduced or are on authorized leaves of absence without pay shall not be deemed to have interrupted service with the college.

   b. Time spent on reduced status or authorized leaves of absence without pay shall not be counted in figuring the total accumulated length of service.

   c. For employees hired on the same day, the date of application shall be controlling in seniority matters.

ARTICLE II
CONTRACT GRIEVANCE PROCEDURE

Section A. Definition

A contract grievance is a claim by an employee, hereinafter to be known as the grievant, of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Section B. Procedures

1. Step One - Within fifteen (15) working days of the event (involving the grievant) giving rise to a grievance or within fifteen (15) working days from the date which the grievant should have had reasonable knowledge of the event, condition, or act, the grievant will present the grievance to the immediate supervising administrator. The purpose of this step is to resolve the grievance via informal, verbal discussion with the immediate supervising administrator.

2. Step Two - If the grievance cannot be resolved in Step One, the grievant may submit a written statement of grievance to the appropriate Vice-President or designee with a copy to the Association and the Human Resources Office. This submission shall be within fifteen (15) working days from the date of the formal hearing. The written statement of grievance shall name the grievant, shall state the facts giving rise to the grievance, shall identify the specific section of this Agreement alleged to be violated, shall state the contention of the grievance with respect to the contract section, shall indicate the relief requested and shall be signed by the grievant. Within ten (10) working days of receipt of the written grievance, the grievant, an Association representative, and appropriate Vice-President or designee shall meet and ten (10) working days thereafter the appropriate Vice-President or designee shall make a decision on the grievance and file a response in writing to the grievant and the Association.

3. Step Three - If the grievance is not resolved in Step Two, the grievant may submit the written grievance to the Superintendent/President with notice to the Association. This submission shall be within five (5) working days of the written decision rendered in Step Two. Within ten (10) working days, the grievant, an Association representative, and the Superintendent/President (and/or his designee) shall meet and the Superintendent/President shall ten (10) working days, thereafter, render a written decision with copies to the grievant and the Association representative.

4. Step Four - If the grievance is not resolved in Step Three, the grie-

vant and the Association will submit written notification simultaneously to the Superintendent/President and the American Arbitration Association within twenty (20) working days of the answer in Step Three, requesting a list of arbitrators. The arbitrator will review the grievance and render a final and binding decision. The expenses incurred by the arbitrator and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible grievance hearings will be scheduled after 5 p.m.

Section C. Powers of the Arbitrator

1. It shall be the function of the arbitrator to make decisions in grievances of alleged misinterpretation or misapplication of specific sections of this Agreement.

2. The arbitrator's powers will be limited to the extent that he/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

Section D. Time Limits

1. The failure of a grievant to act within the prescribed time limits will act as a bar to any further appeal.

2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.

3. Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

4. Time limits may be extended by mutual consent of the Employer and the grievant at which time tho new date shall be controlling.

Section E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

ARTICLE III
SALARY SCHEDULE

Section A. Definition

The salary schedule is a system for guiding the placement of new employees, the advancement of employees based upon completion of pre-approved staff development activities, and the vertical movement of employees based upon rendering satisfactory service to the Employer. The schedule is intended to recognize that new employees have a variety of background and that employees' development can occur via college course work, industry/business training and directly related work experience.

Section B. Guidelines and Procedures for Initial Placement of New Employees

1. Initial placement of new employees shall be made by the Employer following evaluation of new employee's professional experience, training received in industry, college credits earned, and directly related work experience. Evidence of professional experience, training received, work experience and college credit shall be documented as the Employer requires.

2. The procedure for initial lane placement of new employees shall be as follows:
   a. Step One - New employees will be placed on Lane 180 if they, 1) have a baccalaureate degree, or 2) have professional registry, journeyman status, or its equivalent and 3) can be approved and certified by the Department of Public Instruction.

   b. Step Two - Initial placement beyond Lane 180 may be granted for course work (beyond that credited in Step One) directly related to a new employee's assignment at the college by evaluating the course work and applying the following S.D.U.

formula:

Number of S.D.U. - Number of Quarter Hours x 1
Number of S.D.U. - Number of Semester Hours x 1.5

The number of S.D.U. for directly related course work to be granted (beyond Step One above) will be added to 180 S.D.U.

College work applicable for credit would be that contributing to a degree in a new employee's teaching field, or in education methodology and theory. All credits and degrees must be from a college or university that was regionally accredited at the time credits and/or degrees were earned. Beyond the last acceptable degree to be applicable for placement, all graduate credits must be given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher).

For institutions grading on a "Satisfactory" "Unsatisfactory" standard, the grades must be acceptable toward a degree at that university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded.

c. Step Three - Initial placement beyond Lane 180 may be granted for industrial/business training directly related to a new employee's assignment at the college by evaluating the industrial/business training and applying the following S.D.U. formula:

Number of S.D.U. - Number of Clock Hours in Industry/Business School ÷ 30

The number of S.D.U. for directly related industrial/business training to be granted (beyond Step One) will be added to 180 S.D.U. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives in a setting appropriate to formal training and received in the past eight years. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction are not considered in computing this credit. Workshops or seminars sponsored by schools during in-service periods are also not applicable. This provision applies only to new employees in the following two areas:

1. Career Education programs
2. Selected college parallel career option programs

d. Step Four - Initial placement beyond Lane 180 may be granted for work experience not credited in Step One directly related to a new employee's assignment at the college by evaluating the work experience and applying the following S.D.U. formula:

Number of S.D.U. - Number of Clock Hours of Approved Work Experience ÷ 177 for First Four Years, Beyond that Credited in Step One.

Work experience applicable for credit must have contributed substantially to the new development of competencies directly related to the new employee's assignment at the college, and be beyond that needed to achieve placement in Lane 180. This provision applies only to new employees in the following two areas:

1. Career Education programs
2. Selected college parallel career option programs

e. Step Five - Computations. The appropriate lane for initial placement of new employees will be determined by summing the S.D.U. totals determined by the Employer in Steps One through Four above. In no case shall a new employee be credited with more than a combination of 45 S.D.U. in Steps Three and Four.

3. The procedure for initial level placement of new employees shall be as follows:

a. Step One - The number of full years of directly related professional experience (teaching, counseling or media experience) on a regular contractual basis shall be evaluated for determining initial level placement. Teaching as a graduate assistant, part-time teacher (except at D.M.A.C.C.) or student teacher shall not be counted. Further, only up to a maximum of seven (7) years of professional experience may be credited. However, credit for such experience may only be given for that experience directly related to a new employee's primary assignment at Des Moines Area Community College.

b. Step Two - The number of full years of directly related work experience, not counted earlier in the provision, initial lane placement (Article III, Section B-2) shall be evaluated for determining initial level placement. Only that work experience directly related to a new employee's assignment shall be considered. Work experience applicable for consideration must be beyond that needed to be placed on Lane 180 (earned journeyman's status, professional registry, or its equivalent) and Department of Public Instruction approval and certification. In any case, no more than seven (7) years of work experience may be considered for initial level placement. This provision applies only to new employees in the following two areas:

   1. Career Education programs
   2. Selected college parallel career option programs

c. Step Three - Computations. The initial level placement for new employees shall be determined by summing the level credit granted by the Employer in Step One and Step Two except that no more than a combination of seven (7) years of experience may be granted.

4. The Employer may place a new employee above schedule in difficult to fill positions following a meeting with the Association to explain why placement above schedule is deemed necessary.

5. After initial level and lane placement of a new employee has been completed, the education, training, work experience, or other

background received prior to the first date of the new employee's first individual contract, shall not be considered for advancing on the salary schedule.

Section C. Guidelines and Procedures for Advancement on the Salary Schedule

1. Advancement on the schedule is defined as horizontal change from one lane to another lane. Advancement will be granted upon earning staff development units (S.D.U.) for completing pre-approved work experience, attending pre-approved industry schools, and completing pre-approved courses.

2. Procedure for advancement on the salary schedule shall be as follows:

    a. Step One - The employee shall submit an approval form for staff development unit consideration which shall include the course work, special industry/business training, and/or directly related work experience that the employee proposes to undertake for purposes of advancement.

    b. Step Two - The Employer shall evaluate the plan using the following guidelines:

        1) Consideration for Evaluating Occupational Training - In computing S.D.U. credit for occupational training, only training directly related to the employee's assignment shall be considered. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives and in a setting appropriate to formal training. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction will not receive S.D.U. credit. Workshops or seminars sponsored by the college during in-service periods are also not applicable. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of the pre-approved industry/business training.

Number of S.D.U. - Number of Clock Hours in Industry/Business School ÷ 30

2) Considerations for Evaluating Work Experience - In computing S.D.U. credit for work experience, only that directly related to an employee's assignment shall be considered. Work experience applicable for credit must be beyond the learning or apprenticeship period (usually 3-5 years) appropriate to a given occupation. This provision applies only to employees in career and selected para-professional programs. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved work experience.

Number of S.D.U. - Number of Clock Hours of Approved Work Experience ÷ 40

3) Consideration for Evaluating College Course Work - In computing credit for college course work, only course work directly related to an employer's professional assignment at Des Moines Area Community College may be credited. College work applicable for credit would be that contributing to a degree in an employee's teaching field or in educational methodology and theory. All credits and degrees must be from a college or university which was regionally accredited at the time credits and/or degrees are earned. All graduate credits must have been given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher). For institutions grading on a "satisfactory/unsatisfactory" standard the grades must be acceptable toward a degree at that university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded. (S.D.U. shall not be granted for any course work, industry schools or work experience completed or in progress before June 1, 1975.) Courses taken in qualifying for full certification are specifically excluded from consideration for advancement. The following formula will be used to calculate S.D.U. to be awarded upon successful com-

pletion of pre-approved college course work.

Number of S.D.U. - Number of Quarter Hours x 1

Number of S.D.U. - Number of Semester Hours x 1.5

c. Step Three - The Employer (appropriate Vice-President) may approve, disapprove, or modify the proposed individual staff development plan and notify the employee in writing within twenty (20) working days from the date of receipt by the Vice-President.

d. Step Four - The employee may execute the approved plan, and upon satisfactory completion is responsible for presenting evidence of completing the development activity to the Personnel Office. Work experience hours must be documented by letters from former employers. Training in industry must be documented by certificates of completion and/or letters from the trainer which should specify the number of clock hours completed or other evidence judged adequate by the Employer. Evidence of earned college credit must be in the form of official transcripts which bear the signature and seal of the college registrar.

e. Step Five - Advancement on the schedule by the employee shall be executed only once a year at the beginning of their contract year or the fall semester. The beginning of fall semester of each year is the deadline for any employee who is seeking advancement to present evidence (the approval for any activity and evidence of completion) to the Human Resources Office. The responsibility for initiating advancement action is solely that of each employee. S.D.U. credit will not be awarded for activities for which the college has paid any expenses, tuition, fees, travel, lodging or meals.

Section D. Guidelines and procedures for Movement on the Schedule

1. Movement on the schedule is defined as vertical change from one

level to another level.

2. Employees will progress one full level (1.0) as they complete each fiscal year of service to the college until they reach the top of their lane.

3. Part-time employees will progress one full level (1.0) as they complete each fiscal year of service to the college until they reach the top of their lane. However, when a part-time employee is employed on a full-time basis, he/she will be placed on a level consistent with the number of full years of Des Moines Area Community College experience which he/she has accumulated by summing the total part-time experience completed.

4. Movement on the schedule will be made annually (until an employee reaches maximum) by the Employer at the effective date of the employee's individual contract. An employee hired during the contract year or an employee who for some period of the contract year has been on leave of absence without pay, shall be eligible for movement of one (1) full level if such employee has been on duty for six (6) months or more and worked more than half time during the contract year. Employees in the two categories above shall be eligible for movement one-half (½) level if they have worked half-time or less or have been on duty during less than six (6) month of the contract year. An employee who is not on duty during the contract year shall receive no level movement upon return to his/her assignment.

Section E. Salary Schedule Interpolation

Salary schedule interpolation from nine (9) month contracts to twelve (12) month contracts will be made by multiplying the nine (9) month schedule salary by 1.275.

Section F. Salary Schedule Format

The index formula for the salary schedule is 4.57% of the base (Lane 225 - Level 0) between full levels and between lanes as indicated in Appendix A.

ARTICLE IV

FRINGE BENEFITS

Section A. Insurance Benefits

1. Term Life Insurance

   On behalf of the employees the Employer will participate in and pay all premiums for a double indemnity group insurance program providing coverage in the amount of two times employee's individually contracted salary rounded to the nearest thousand subject to the terms and conditions of the group contract with the insurer selected by the Employer.

2. Disability Insurance

   On behalf of the employees the Employer will participate in and pay all premiums toward the present (or its equivalent) long-term disability insurance program subject to the terms and conditions of the group's contract and the insurer selected by the Employer. This program shall have a ninety (90) day waiting period.

3. Hospital and Surgical Insurance

   The Board shall purchase group medical health coverage. For full-time employees who elect individual coverage under the medical group health plan, the Employer shall pay the full monthly premium. For full-time employees who elect family coverage under the group medical plan, the Employer shall pay a maximum of one hundred and eighty-three dollars ($183.00) per month toward the family plan premium with the remaining amount paid by the employee. For employees whose contracts are for less than full-time, the Employer shall pay the full monthly premium for individual coverage or for those who elect family coverage, the Employer shall pay an amount over and above the single premium prorated on the basis of the length of their individual contracts.

4. Workmen's Compensation

   Each employee shall be covered by Workmen's Compensation paid for by the Employer. Sick leave benefits paid to the employee shall be integrated with Workmen's Conpensation benefits paid, so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

5. Optional Supplemental Life Insurance

An employee may elect to purchase optional supplemental life insurance in the increments allowed by the carrier. To be eligible employees must provide evidence of insurability as required by the insurer.

6. Optional Dependent Life Insurance

An employee may elect to purchase dependent life insurance for eligible dependents which provides two thousand ($2,000) dollars coverage for each child fourteen (14) days of age to age nineteen (19) years. A full-time employee may elect to purchase optional supplemental life insurance for a spouse in increments allowed by the carrier upon providing evidence of insurability as required by the insurer.

7. Dental Insurance

The Board shall purchase dental coverage. The Board shall contribute the cost of single employee premium. Employees who are eligible and elect dependent coverage shall pay the cost of the additional premium.

8. General Provisions

Life, disability, hospital and surgical coverage for a newly covered employee shall be effective the first day that he/she reports for work.

Benefits under the life, disability, dental and hospital/surgical insurance programs shall not be less than those provided in the 1985-86 work year, except for those employees who select to be part of an H.M.O..

Section B. Leaves of Absence

1. Sick Leave

All full-time employees, after the effective date of the contract and having reported for duty, will accrue fifteen (15) days sick leave for personal illness or injury with full pay at the rate of one and one-fourth (1¼) days per month. The sick leave provisions only apply to personal illness or injury including that caused by illness of a member of the immediate family. Immediate family shall mean spouse, children (including step-children), and parent. Unused days shall be cumulative to a maximum of one hundred (100) days.

A statement from a doctor of the employee's choice is required for absences due to illness beyond four (4) days. However, in determining sick or disabled status, the Employer at Employer expense reserves the right to require examination by a doctor selected by the Employer. Sick leave for employees working at least one-half time, but less than full-time shall be prorated by a ratio based upon their individual contract. Sick leave will be integrated with Disability and Workmen's Compensation so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

2. Death in the Immediate Family

All full-time employees after the effective date of the contract and having reported for duty, may be granted up to five (5) days of leave annually at full pay to be used upon approval of the Employer, for attendance at funerals of members of the immediate family. Immediate family will include the spouse and related children, parents, brothers, sisters, grandparents, and mother and father-in-laws.

Such leave will not be cumulative. Such leave for employees working at least one-half time, but less than full-time, shall be prorated by a ratio based upon their individual contract.

3. Personal Business Leave

A full-time employee may be granted two (2) days (non-cumulative) for personal business leave each fiscal year. To be eligible for such leave, the employee shall have written approval from his/her supervising administrator. Personal business leave shall not be granted for a duty day immediately before or after a vacation or holiday. Such leave for employees working at least one-half, but less than full-time, shall be prorated by a ratio based upon their individual contract.

4. Jury Duty

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned into the Business Office or an equivalent amount deducted from the regular monthly wage. Employees are expected to report back to their working assignment during a normal work day when their presence is not required by the court.

5. Military Leave

Employees who are members of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which require periods of training are permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active state or federal service. Such absences are allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days as mandated by 29A of the Code of Iowa.

6. Leave of Absence Without Pay

With the Superintendent/President's approval, a leave of absence without pay, not to exceed twelve (12) months, may be granted to full-time employees or regular contract part-time employees with at least three (3) consecutive years with the college for purposes of professional development. Further, full-time and regular part-time employees with special personal or medical problems may be granted leave without pay not to exceed twelve (12) months. An employee desiring a leave of absence should make written application at least three (3) months prior to the time leave is to begin. For leaves of more than four (4) months duration, ninety (90) days prior (thirty (30) days prior in the case of shorter leaves) to the time of leave termination the employee shall notify the Superintendent/President in writing of his/her interest in returning. If notification does not occur, it shall be assumed that no return is planned.

The Employer, in granting a leave of absence, implies that it will return the employee to a position which in the determination of the Employer is the same or similar to that in which the employee formerly served if a vacancy exists for which he/she is qualified. The Employer will permit the employee to continue participation in the insurance programs at his/her own expense for a period of up to twelve (12) months, where so provided by such insurance policies and to the extent so provided, except when he/she enters other employment for pay during the leave. Upon return to employment, the accrued sick leave and experience credits earned prior to the leave shall be credited to the employee.

ARTICLE V
TRAVEL EXPENSE

Section A.

Upon approval by those representatives of the Employer listed on the expense report form, those employees requested by the Employer to use their personal automobile in completion of work assignments will be reimbursed by the Employer at the rate of twenty-one (21) cents per mile or as per Board policy. The Employer shall not reimburse the employee for mileage required to commute to and from their residence and primary place of assignment. The standard mileages on file in the Business Office will be used to compute mileage.

ARTICLE VI
DUES DEDUCTION

Section A.

1. The Association agrees to acquire and distribute to its members

an authorization form advising the member that dues deduction is voluntary on the member's part and that the member also may terminate the dues deduction by notifying the Business Office on the appropriate form provided by the Association.

2. Deductions shall include only the regular uniform monthly amounts each employee pays as dues but shall not include initiation fees, special assessments, back dues, fines, or similar items.

3. Deduction shall only be made following presentation by the employee of a signed dues deduction authorization form presented to the Business Office.

4. Pursuant to a deduction authorization, the Business Office shall deduct one twenty-fourth (1/24) of total dues from the regular salary check of the employee. The Business Office will transmit to the Association the total deduction of dues once a month.

5. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Agreement.

ARTICLE VII
SAFETY

Section A. Responsibilities

The Employer shall endeavor to provide and maintain a safe place of employment. Employees shall endeavor in the course of performing professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and report these to their immediate supervisor.

Section B. Referral

If the problem cannot be informally corrected by the immediate supervisor and the employee, it shall be processed under the grievance procedure.

ARTICLE VIII
VOLUNTARY TRANSFER

Section A. Definition

A transfer is the permanent full-time movement of an employee to and from a unit position as described in Article 1, Section A(4) and to a department and/or campus other than that to which he/she is currently assigned.

Section B. Procedure

1. Job descriptions for unit vacancies which the Employer determines to fill will be posted at conspicuous locations on each campus. Each description shall indicate the final date for receiving applications.

2. An employee, to be considered for a vacant position, must file a written statement requesting a transfer, listing his/her current position, and indicating the specific vacant position for which he/she wishes to be considered. Applications for transfer must be received on or before the posted closing date for receiving applications.

3. In making a determination upon personnel to fill a vacancy the Employer will choose among all applicants based upon ability, qualifications and seniority.

Seniority shall be a factor, but not an overriding factor, when dealing with outside applicants. However, when the choice is between two or more employees who are judged by the Employer to have equal ability and qualifications then seniority shall be the controlling factor in the voluntary transfer.

4. The Employer will inform the employee, in writing of the approval or denial of his/her transfer request and will meet, upon the employee's request, to discuss the matter. Such notification shall be made within thirty (30) days of the Board action filling such position.

ARTICLE IX
INVOLUNTARY TRANSFER

Section A. Definition

A transfer is the permanent full-time movement of an employee to and from a unit position as described in Article 1, Section A(4) and to a department and/or campus other than that to which he/she is currently assigned.

Section B. Procedures

1. Incumbent unit members who, in the judgment of the Employer, possess qualifications equal to other applicants, and who have in writing requested to be transferred to unit positions, will be considered before an involuntary transfer is initiated.
2. The Employer will designate the department and campus where a transfer is required.

3. The Employer will inform the Association that a transfer is necessary and set a date to meet and discuss such transfer with the Association. The Association may present views and recommendations to the Employer at the meeting arranged for that purpose.

4. The Employer will consider the recommendations made and will determine the department or campus to which employees shall be transferred, those employees who shall be transferred, and the date upon which such transfer shall become effective.

5. The Employer will inform, in writing, the employee(s) who will be transferred and upon request will meet with an employee to discuss the transfer.

6. Generally, the Employer will give the transferee thirty (30) days notice in advance of the effective transfer date, except when the Employer determines that due to an emergency, a transfer must be effected immediately.

ARTICLE X
EMPLOYEE REDUCTION IN FORCE PROCEDURE

Section A. Procedure

1. The Employer shall designate the program(s) where an employee reduction in force is necessary. The Employer shall first accomplish such reduction by not replacing employees in the designated programs who voluntarily resign or who retire.

2. In the event reduction in staff within the designated programs cannot be completed through resignation or retirement, the Employer agrees to notify the Association in advance of reduction in force at which time the Association may make its views and recommendations known concerning implementation of employee reduction in force.

3. The Employer will determine the employees, within designated program(s), to be laid off based upon a) competency as determined by the Evaluation Procedure, b) endorsements and certifications*, c) seniority. Seniority shall be the controlling factor in the lay off within the designated program(s) after the Employer has judged "a" and "b" to be equal.

*In unusual circumstances where the reduction entails combining of programs the employer will also consider educational training, teaching and work experience along with endorsements and certifications.

4. If the employer decides to fill a vacant position the employer will determine the employee(s) to be recalled based upon the three (3) factors listed in A (3) above. Where "a" and "b" are judged by the employer to be equal, seniority shall be the controlling factor in recall.

   An employee on lay off will also be considered for recall to position(s) where he/she has satisfactorily performed in the past at the college. The Employer will use the procedure in the preceeding paragraph. However, if the final choice is between an employee laid off from the vacant position and an employee who performed satisfactorily in the position in the past, the employee laid off from that position will have preference.

   Recalled employees shall retain all sick leave accured prior to the date of reduction upon written request of the employee, the Employer will consider recall until one of the following events occur:

   a. A one (1) year lapse from the date of reduction.

   b. The employee obtains other employment comparable in salary.

   c. The employee's certification has lapsed.

   d. The employee waives recall in writing.

ARTICLE XI
SUPPLEMENTAL PAY

Section A.

All Des Moines Area Community College full-time employees, during the term of their employment may enroll in Adult and Continuing Education courses (500, 600, 700, and 800 numbered courses) conducted at the Urban Center, Boone, Carroll and Ankeny Campuses without payment of tuition under the following conditions:

1. There are an adequate number of tuition-paying students to justify the course operating.
2. Pay all special fees and charges (example - books and supplies).
3. The course is scheduled outside the employee's regular working hours.
4. The class has space available after all tuition-paying students have enrolled.

Coaching Duties (Boone)

Release time in lieu of compensatory pay for Athletic Director responsibilities and coaching responsibilities will be the Employer's first consideration. Release time shall be awarded at the following rate:

1. Six (6) semester hours of release time for men's and women's Athletic Director responsibilities.
2. Four (4) semester hours of release time for coaching men's basketball.
3. Four (4) semester hours of release time for coaching women's basketball.
4. Four (4) semester hours of release time for coaching men's baseball.

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5. Four (4) semester hours of release time for coaching women's softball.

In the event the Employer finds that release time for such duties is not possible or practical, athletic responsibilities and coaching responsibilities shall be compensated at the following rates:

1. Men and women Athletic Director - $3,000.00 per fiscal year.

2. Men's basketball coach - $2,100.00 per fiscal year extra duty pay.

3. Women's basketball coach - $2,100.00 per fiscal year extra duty pay.

4. Men's baseball coach - $2,100.00 per fiscal year extra duty pay.

5. Women's softball coach - $2,100.00 per fiscal year extra duty pay.

ARTICLE XII
EVALUATION PROCEDURE

Section A. Faculty Performance Appraisal: Procedure Goals

The Faculty Performance Appraisal procedure is designed to serve as a two-phased function which can best be treated as two separate processes. The processes can be defined as follows:

1. Performance Appraisal - A process designed to ascertain and verify the "Satisfactory" or "Unsatisfactory" performance of faculty members. This must be accomplished annually.

2. Professional Assessment - A process designed to aid faculty members in their professional growth and development. This is a continuous process.

Section B. Evaluators and Faculty Orientation

Departmental deans or immediate supervisors shall conduct the Faculty Performance Appraisal. Upon employment, the dean or immediate supervisor shall advise the faculty members of the Faculty Performance Appraisal procedures and criteria to be used.

Section C. Sources

In addition to the Faculty Performance Appraisal Instrument, sources may include:

1. Discussions with faculty member(s).

2. Positive and/or negative comments by relevant third parties. Negative comments shall be investigated by the supervisor. The faculty member will be notified before such material is placed in his/her file. The faculty member may make a written response to any such material placed in his/her file.

3. Classroom visits by dean/supervisor.

4. Student evaluations may be required and used for any purpose with regard to a probationary employee. Student evaluations may be required but will only be used for improvement of instruction for a tenured faculty member.

5. Relevant activities by faculty member (e.g., institution building, presentations, course syllabi, publications, professional associations).

Section D. Time and Frequency

Full Status Faculty: Must have a minimum of one appraisal conference using the Faculty Performance Appraisal Instrument during each contract year. During the last such conference, the dean/supervisor must review the Faculty Performance Appraisal results with the faculty member and must include the background of the overall rating of "Satisfactory" or Unsatisfactory."

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Probationary Faculty: Will be appraised in an intensive and continuing fashion. Deans/supervisors will be responsible for conducting no fewer than two formal performance appraisal conferences before March 1 each contract year. By the end of the final conference, the dean/supervisor must review the Faculty Performance Appraisal results and indicate a recommendation to retain or not to retain the employee. If possible, regular part-time faculty should be appraised with the same stringency and frequency as are probationary employees.

Section E. Criteria Ratings

The criteria in the Faculty Performance Appraisal Instrument will be given a rating of one of three categories, defined as follows:

1. Performs Well: Indicates the appraiser's judgment of performance on any given item to be at or above the expected level. This, of course, still leaves room for improvement of one's skills and performance.

2. Needs Improvement: Indicates the appraiser's judgment that performance on an item is below expectations. The appraiser may choose to deal with this deficiency on an informal basis, or may initiate a remedial action plan to remedy the problem within a specified period of time. Both parties should agree upon the method and objectives of the plan. If no agreement can be reached, the appraiser shall impose a plan.

3. Not Applicable: Indicates the appraiser's judgment that this item is not appropriate for a faculty member's performance review, e.g., certified counselor or librarian rather than a classroom teacher.

Section F. Employee Overall Rating

In addition to rating individual performance criteria, the appraiser must also rate the overall performance of a faculty member by March 1 as being:

1. Satisfactory, or

2. Unsatisfactory

Satisfactory Rating: The dean/supervisor and faculty will discuss the latter's strengths and weaknesses, goals and plans for improvement, and related matters, both throughout the year and at the final appraisal meeting on or before March. A dean/supervisor could indicate "Needs Improvement" on some of the individual criteria items and still rate the employee's overall performance as "Satisfactory."

As long as the faculty member's overall job performance is judged satisfactory, he/she will be recommended for another contract with all raises and benefits specified by the Collective Bargaining Agreement.

Unsatisfactory Rating: If the dean/supervisor marks "Unsatisfactory" on the Faculty Performance Appraisal Instrument, it means that the faculty member is below college standards in overall job performance. A rating of "Unsatisfactory" usually occurs only after informal resolution of problems has failed, reflecting a process of progressive discipline.

Both parties must sign the Faculty Performance Appraisal Instrument. This does not indicate employee agreement with the appraisal, but simply acknowledges awareness of the "Satisfactory" or "Unsatisfactory" rating. It will then be forwarded to the College's District Human Resources Office File.

Upon awarding an "Unsatisfactory" rating, the administrator must place the faculty member on Warning Status and initiate a formal remediation plan, preferably with mutual agreement upon goals. If not, the administrator shall impose a plan.

Warning Status Faculty: It is required that Warning Status Faculty be appraised with the same stringency as are probationary employees, i.e., in an intensive and continuing fashion. Deans/supervisors will be responsible for conducting no fewer than two formal performance appraisal conferences before March 1 each contract year. However, because of the serious nature of this status, the dean/supervisor will determine the number of appraisals needed to remedy the problem(s). All related documentation must be forwarded to the College's District Human Resources file, with written notice to the faculty member. By the end of the final conference, the dean/supervisor must review the Faculty Performance Appraisal results and forward a recommendation whether to rescind or continue the employee on Warning Status. If the faculty member is removed from Warning Status, the dean/supervisor will notify the individual and the District Human Resources Office of the action.

Note: The duration of Warning Status shall be limited to the date of March 15th in the subsequent year. The notice of Warning Status will be expunged from the employee's file two years after the notice has been rescinded.

Section G. Records and File System

Recordkeeping is a necessary part of the evaluation process. It formally documents vital information flow and performance reviews. Specifically, for the Faculty Performance Evaluations System, one official file will exist, the College Human Resources File.

This file will contain all formal evaluative records, such as Faculty Performance Appraisal results, Notices of Warning Status and documentation, internal and external recommendations, records, and represents the Official College file. When an administrator introduces any evaluation material to the College file, the affected faculty member must receive a written, dated notice of same.

These records are accessible to appropriate supervisors and the employee, and are located in the College's District Human Resources Office.

Section H. Faculty Right to Due Process

A faculty member may respond to any findings of the dean/supervisor resulting from the annual or final summative evaluation.

Due process may occur at either or both of the following levels:

1. Rebuttal: Performance Appraisal Instrument

   The faculty member may rebutt the findings of the dean/supervisor resulting from the annual or final summative evaluation. Provision for written rebuttal is to be found on the Faculty Performance Appraisal Instrument, which is signed by both parties and forwarded to the College Human Resources File.

2. Administrative Appeal: Dean/Vice-President

   If the faculty member is placed on Warning Status and the dean cannot resolve the conflict, he/she may appeal to the Executive Vice-President, Educational Services.

   All pertinent documentation coming forth during the appeal process should be recorded in the College Human Resources File.

Section I. Resolution of Remedial Action and Continuance of Probation

One or more of the following actions must be taken prior to March 15 of each year:

1. Restoration of the judgment from "Unsatisfactory" to "Satisfactory" on a subsequent appraisal.

2. Deletion or continuance of remedial action plan and/or Warning Status into the next academic year.

3. Recommendation of continuance of contract for a Probationary Status Faculty employee.

4. Recommendation of termination of contract.

Whichever administrative actions are taken, written notice will be forwarded to the College's District Human Resources file, with a copy available to the affected faculty member.

Section J. Chapter 279 of Iowa Code

Nothing in this article is intended to be in derogation of faculty members rights under Chapter 279 of the Iowa Code.

ARTICLE XIII
COMPLIANCE AND DURATION

Section A.

This Agreement shall remain in force and effect from August 15, 1986, until midnight August 14, 1988. Any adjustments in salary and fringe benefits will be effective the first full pay period of each new school year.

Section B.

This Agreement shall automatically continue in force and effect for subsequent contract periods unless either party to the Agreement gives the other party written notice to terminate, amend, or modify such Agreement no less than 180 calendar days prior to the Employer certified budget submission date. Using the aforementioned procedure either party may reopen negotiations for 1987-88 contract year on Article III (Salary Schedule), Article IV Section (A) (Insurance Benefits) and Article XI (Supplemental Pay). In addition, the parties may negotiate in-service and shift differential. Editorial changes may be dealth with in negotiations.

Section C.

This Agreement constitutes the entire and complete agreement on articles contained within this document for the term and supercedes all previous agreements. Any amendment supplemental hereto shall not be binding on either party unless executed in writing by both parties. Neither party waives any section of the **Code of Iowa**, Chapter 20 by virtue of this section. Any alleged violation of Chapter 20 shall not be subject to Article II Grievance Procedure, but shall be resolved through application of procedures provided for in Chapter 20, **Code of Iowa.**

Section D.

In the event that any article, section or portion of this Agreement is found to be contrary to state or federal law, then such article, section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Section E.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators and their signature placed thereon, on this 2nd day of October, 1986.

1986-87
DES MOINES AREA COMMUNITY COLLEGE
FACULTY SALARY SCHEDULE

9 MONTH

Level	Lane 190	Lane 203	Lane 225	Lane 248	Lane 270	Lane 293	Lane 315
0.0	$13,992	$14,696	$15,400	$16,104	$16,808	$17,511	$18,215
0.5	14,344	15,048	15,752	16,456	17,159	17,863	18,567
1.0	14,696	15,400	16,104	16,808	17,511	18,215	18,919
1.5	15,048	15,752	16,456	17,159	17,863	18,567	19,271
2.0	15,400	16,104	16,808	17,511	18,215	18,919	19,623
2.5	15,752	16,456	17,159	17,863	18,567	19,271	19,975
3.0	16,104	16,808	17,511	18,215	18,919	19,623	20,326
3.5	16,456	17,159	17,863	18,567	19,271	19,975	20,678
4.0	16,808	17,511	18,215	18,919	19,623	20,326	21,030
4.5	17,159	17,863	18,567	19,271	19,975	20,678	21,382
5.0	17,511	18,215	18,919	19,623	20,326	21,030	21,734
5.5	17,863	18,567	19,271	19,975	20,678	21,382	22,086
6.0	18,215	18,919	19,623	20,326	21,030	21,734	22,438
6.5	18,567	19,271	19,975	20,678	21,382	22,086	22,790
7.0	18,919	19,623	20,326	21,030	21,734	22,438	23,142
7.5	19,271	19,975	20,678	21,382	22,086	22,790	23,493
8.0	19,623	20,326	21,030	21,734	22,438	23,142	23,845
8.5	19,975	20,678	21,382	22,086	22,790	23,493	24,197
9.0	20,326	21,030	21,734	22,438	23,142	23,845	24,549
9.5	20,678	21,382	22,086	22,790	23,493	24,197	24,901
10.0	21,030	21,734	22,438	23,142	23,845	24,549	25,253
10.5	21,382	22,086	22,790	23,493	24,197	24,901	25,605
11.0	21,734	22,438	23,142	23,845	24,549	25,253	25,957
11.5	22,086	22,790	23,493	24,197	24,901	25,605	26,309
12.0	22,438	23,142	23,845	24,549	25,253	25,957	26,660
12.5	22,790	23,493	24,197	24,901	25,605	26,309	27,012
13.0	23,142	23,845	24,549	25,253	25,957	26,660	27,364
13.5	23,493	24,197	24,901	25,605	26,309	27,012	27,716
14.0	23,845	24,549	25,253	25,957	26,660	27,364	28,068
14.5	24,197	24,901	25,605	26,309	27,012	27,716	28,420
15.0	24,549	25,253	25,957	26,660	27,364	28,068	28,772
15.5	24,901	25,605	26,309	27,012	27,716	28,420	29,124
16.0	25,253	25,957	26,660	27,364	28,068	28,772	29,476
16.5	25,605	26,309	27,012	27,716	28,420	29,124	29,827
17.0	25,957	26,660	27,364	28,068	28,772	29,476	30,179

1986-87
DES MOINES AREA COMMUNITY COLLEGE FACULTY SALARY SCHEDULE

12 MONTH

Level	Lane 180	Lane 203	Lane 226	Lane 248	Lane 270	Lane 293	Lane 316
0.0	$17,840	$18,737	$19,635	$20,533	$21,430	$22,327	$23,224
0.5	18,289	19,186	20,084	20,981	21,878	22,775	23,673
1.0	18,737	19,635	20,533	21,430	22,327	23,224	24,122
1.5	19,186	20,084	20,981	21,878	22,775	23,673	24,571
2.0	19,635	20,533	21,430	22,327	23,224	24,122	25,019
2.5	20,084	20,981	21,878	22,775	23,673	24,571	25,468
3.0	20,533	21,430	22,327	23,224	24,122	25,019	25,916
3.5	20,981	21,878	22,775	23,673	24,571	25,468	26,364
4.0	21,430	22,327	23,224	24,122	25,019	25,916	26,813
4.5	21,878	22,775	23,673	24,571	25,468	26,364	27,262
5.0	22,327	23,224	24,122	25,019	25,916	26,813	27,711
5.5	22,775	23,673	24,571	25,468	26,364	27,262	28,160
6.0	23,224	24,122	25,019	25,916	26,813	27,711	28,608
6.5	23,673	24,571	25,468	26,364	27,262	28,160	29,057
7.0	24,122	25,019	25,916	26,813	27,711	28,608	29,506
7.5	24,571	25,468	26,364	27,262	28,160	29,057	29,954
8.0	25,019	25,916	26,813	27,711	28,608	29,506	30,402
8.5	25,468	26,364	27,262	28,160	29,057	29,954	30,851
9.0	25,916	26,813	27,711	28,608	29,506	30,402	31,300
9.5	26,364	27,262	28,160	29,057	29,954	30,851	31,749
10.0	26,813	27,711	28,608	29,506	30,402	31,300	32,198
10.5	27,262	28,160	29,057	29,954	30,851	31,749	32,646
11.0	27,711	28,608	29,506	30,402	31,300	32,198	33,095
11.5	28,160	29,057	29,954	30,851	31,749	32,646	33,544
12.0	28,608	29,506	30,402	31,300	32,198	33,095	33,992
12.5	29,057	29,954	30,851	31,749	32,646	33,544	34,440
13.0	29,506	30,402	31,300	32,198	33,095	33,992	34,889
13.5	29,954	30,851	31,749	32,646	33,544	34,440	35,338
14.0	30,402	31,300	32,198	33,095	33,992	34,889	35,787
14.5	30,851	31,749	32,646	33,544	34,440	35,338	36,236
15.0	31,300	32,198	33,095	33,992	34,889	35,787	36,684
15.5	31,749	32,646	33,544	34,440	35,338	36,236	37,133
16.0	32,198	33,095	33,992	34,889	35,787	36,684	37,582
16.5	32,646	33,544	34,440	35,338	36,236	37,133	38,029
17.0	33,095	33,992	34,889	35,787	36,684	37,582	38,478

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LETTER OF UNDERSTANDING

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree that the following rates will be paid on overload:

1) Rates
   - $22.00 per hour - Lecture
   - $17.50 per hour - Laboratory
   - $14.00 per hour - #500 and Practicum

2) Employees who would be earning more monies under the prior system will be red circled and not reduced in income.

3) The change in pay practice was to better reflect actual content of course work and not to penalize any employee.

LETTER OF UNDERSTANDING

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree to the following with respect to employees at the top of the salary lanes:

1) An employee on the seventeenth step in 1985-86 shall receive the amount of the new seventeenth step on the 1986-87 salary schedule plus $308 (9-month employee) or $393 (12-month employee).

2) An employee who was off the schedule for the 1983-84 contract year shall receive the amount of the new seventeenth step plus $308 for each full year off the schedule (9-month employee) or $393 for each full year off the schedule (12-month employee). Maximum additional salary in addition to the seventeenth step shall be $1,572 (12-month employee).

3) An employee on the 16.5 step in 1985-86 shall receive in 1986-87 the amount of the new seventeenth step plus $154 (9-month employee) or $197 (12-month employee).

4) An employee who went from the 16.5 step to the 17th step for 1984-85 will receive $154 or $197 for the 1984-85 year and $308 or $393 for each year thereafter.

LETTER OF UNDERSTANDING
DMACC EMPLOYEES PARTICIPATION IN COLLEGE OFFERINGS

This agreement is for the FY 86-88 school years and will be reviewed at the end of that contract period. With the approval of his/her immediate supervisor, all permanent faculty and staff who are employed half-time or more are eligible to participate in this program.

Des Moines Area Community College will pay tuition, and where applicable, service and activity fees for DMACC sponsored credit and non-credit courses taken outside of normal working hours. Additionally, in non-credit classes, other fees related to instruction will also be paid by the college. All other fees and book costs are the responsibility of the employee. No more than two credit courses or 90 hours of seminars or workshops may be taken under this provision during any given semester.

Staff taking courses under this provision are expected to achieve a C grade or better in credit courses or a mark of P (Passing) in non-credit courses. Evidence of successful completion must be provided to the immediate supervisor upon completion of the course. Failure to meet this standard will result in the employee being billed for all tuition and fees related to that course that were previously paid by the Board.

In order to ensure that preference will be given to tuition paying students, the following conditions must be met:

1) Des Moines Area Community College staff must register during the late registration period.

2) There must be an adequate number of tuition paying students to justify the course operating.

3) The class must have space available after all tuition paying students have enrolled.

Courses, seminars, and workshops taken under this policy cannot be applied to SDU lane movement.

The cross enrollment program with Drake University and Grandview College is excluded from this policy.

MASTER AGREEMENT

between

WESTERN IOWA TECH COMMUNITY COLLEGE (AREA XII)

and

WESTERN IOWA TECH COMMUNITY COLLEGE EDUCATION ASSOCIATION

1986 - 1987

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ARTICLE 1

PREAMBLE

Western Iowa Tech Community College (WITCC), hereinafter referred to as the "Employer", and Western Iowa Tech Community College Education Association (WITCCEA), hereinafter referred to as the "Association", having agreed to negotiate in good faith and having reached certain understandings which they desire to confirm in this agreement, therefore agree to as follows:

ARTICLE 2

RECOGNITION

A. Unit

Western Iowa Tech Community College, Public Employer and Western Iowa Tech Community College Education Association, Public Employee Organization hereby agree to the following definition as an amendment to the unit in the Case #2705:

INCLUDED: All full time and regular part-time(1) professional instructors in the Career Education Department whose jobs require certification by the Iowa State Department of Public Instruction and two full-time Adult Education instructors (ABE-GED) (Truck Driving).

(1) Regular part-time shall be defined as instructors who teach twelve (12) or more contact hours for three of four quarters in a school year.

EXCLUDED: All department directors, assistant department directors, supervisors, assistant supervisors, department heads, adult education department employees (except two above), data processing department employees, student services department employees; instructional materials department employees, FM Radio Station employees, business affairs department employees, clerical and secretarial employees, custodial employees, the educational communicator, the superintendent, the members of the Board of Directors, the Board Secretary, and all other employees excluded by Section 4 of the Act.

B. Definitions

1. The term "Board", as used in this agreement, shall mean the Board of Directors of Western Iowa Tech Community College (Merged Area XII) or its duly authorized representatives.

2. The term "Employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this agreement, shall mean the Western Iowa Tech Community College Education Association or its duly authorized representatives or agents.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this agreement.

2. Grievant

A "Grievant" is the person or persons making the complaint or the Association.

3. Party in Interest

A "Party in Interest" is the grievant or any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

4. Days

"Days" shall mean working days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievance which may arise affecting certificated employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance Process

1. First Step (Informal Conference)

Within ten (10) days of the act or condition which gave rise to a grievance or within ten (10) days from the date the individual should have had knowledge of the act which gave rise to the grievance, the grievant or the grievant and the Association's designated representative shall request a meeting with his/her department head or immediate supervisor with the objective of resolving the matter informally. The parties shall meet to discuss the grievance informally within five (5) days thereafter.

2. Second Step (Appropriate Director)

If, as a result of the informal discussion with the department head or immediate supervisor, a grievance still exists at the First Step, the grievant may complete, deliver and file with the appropriate Director the written grievance, set forth in Exhibit "A" (Grievance Report) attached. Filing of this form shall be within five (5) days following the department head's or supervisor's response to the informal conference.

The appropriate Director shall make a decision on the grievance, enter such decision on the grievance report form, and communicate such decision, in writing, to the grievant within five (5) days after receipt of the Grievance Report.

3. Step Three (Superintendent)

If the grievance is not resolved in Step Two, the grievant may submit the written grievance to the Superintendent with notice to the Association. This submission shall be within five (5) days of the written decision rendered in Step Two. Within ten (10) days the grievant, an Association representative, and the Superintendent or his designee shall meet and the Superintendent shall within ten (10) days, thereafter, render a written decision to the employee and the Association.

4. Step Four (Binding Arbitration)

If the grievance is not resolved satisfactorily in Step 3, the grievant may, with the approval of the Association, submit a written request to the Superintendent for binding Arbitration within twenty (20) days from the answer in Step 3. Simultaneously the party requesting Arbitration shall notify the Public Employment Relations Board that it desires a list of five (5) arbitrators each of whom is listed with the American Arbitration Association.

The arbitrator shall be without authority or power to add to, substract from, amend or alter the terms of the collective bargaining agreement. The decision shall be final and binding on the parties unless the arbitrator has exceeded the limits of authority of the preceding sentence.

Any costs for the services of the arbitrator involved shall be shared equally between the parties. Any other expenses incurred shall be paid by the party incurring same.

D. General Procedures

1. Time Limits

Every member of the Bargaining Unit shall have the right to present grievances in accordance with these procedures. The number of days, indicated at each level, should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of a grievant (or, in the event of an appeal to arbitration, the Association), to act on any grievance within the prescribed time limits, will act as a bar to any further appeal, and an administrator' failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step. The time limits specified may, however, be extended by mutual agreement.

2. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted outside the normal work day.

An employee required to attend a grievance meeting called by the Board, shall suffer no loss in pay. Such time shall be considered reassignment of duties. An Association representative shall be allowed to accompany the grievant without loss of pay.

3. Completion of Grievances

In the event a grievance is filed at such time that it can not be fully proceeded before the expiration date of this agreement, it is agreed that the grievance will continue to be processed beyond the expiration date until all steps have been concluded, or until a mutually satisfactory solution has been reached prior to the final stop.

4. Exclusive Grievance Procedure

A grievance shall be presented on the Grievance Report form, attached hereto.

5. Separate Grievance File

All documents, communications, and records, dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 4

DUES DEDUCTION

A. Authorization

Any certificated employee who is a member of the Association, who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Exhibit "B" (Dues Deduction Authorization Form). Such authorization must be submitted no later than the first of the month in which the deductions are to begin.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the certificated employee each month; beginning in or after September and ending in August of each year.

C. Duration

Such authorization shall continue in effect from year to year, unless revoked, by written notice to the Board. The Board shall notify the Association immediately of receipt of such notice.

D. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular payroll period along with a listing of the certificated employees for whom deduction was made.

ARTICLE 5

COMPLIANCE CLAUSES

A. Separability

Should any article, section, or clause of this Agreement be declared illegal then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect.

B. Printing

Within thirty (30) days following the signing of this Agreement and upon joint approval of the format, copies of this Agreement shall be made in a quantity and be a method agreed by the parties. The College shall send thirty (30) copies of the complete Agreement to the Association for its use.

All direct costs of making these copies of the Agreement shall be shared on a 50% basis, with each party paying 50% of direct costs.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to any provision of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association:

   To Board of Directors Merged Area XII Western Iowa
   Tech Community College at 4647 Stone Avenue, Box 265,
   Sioux City, Iowa, 51102.

2. If by Board:

   To Association at 1411 Pierce Street, Sioux City,
   Iowa, 51105.

ARTICLE 6

FRINGE BENEFITS/LEAVES OF ABSENCE

To be eligible for fringe benefit participation and for the portion of premiums or other costs to be borne by Western Iowa Tech Community

College, an employee must work five days per week, or the equivalent thereof, for more than one-half of each working day and such employment must include a minimum of three quarters of a four quarter year.

A. Health and Accident Insurance

Full premium payment is available to each employee for a single rate policy with Blue Cross-Blue Shield Insurance. Currently all employees have elected to utilize Plan II coverage, a comprehensive Blue Shield contract and a Comprehensive 365 Blue Cross contract. Those employees who elect to include family must pay twenty-five (25) percent of the differential between the single and family rates and the employer will pay the other seventy-five (75) percent. New benefits added for 1979-80 are outpatient, diagnostic x-ray and lab benefits.

B. Dental Insurance

The college shall make available a Delta Dental insurance program. The college will pay the monthly cost of the single premium. An employee who elects dependent coverage shall pay the cost of the additional premium.

C. Life Insurance

The college shall purchase a Group Life and Accidental Death and Dismemberment insurance policy for each eligible employee in the amount of $40,000. The college shall pay the premium on such policy.

D. Long-Term Disability

The college shall purchase a Disability income insurance policy for the eligible employees. This insurance will take effect 90 days after the illness or injury incapacitates the employee. The maximum benefits will not exceed 60% of the employee's salary at the time of eligibility for the insurance benefits.

E. Worker's Compensation Insurance

This insurance is carried by Western Iowa Tech Community College to protect any employee who might be injured while carrying out his/her assigned duties. All premiums are paid by the employer.

F. Optional Supplemental Group Life and Accidental Death and Dismemberment Insurance

Each instructor may elect additional Group Life Insurance of either $10,000 or $20,000 to supplement the college's basic life coverage. This supplemental program includes a 24-hour Accidental Death and Dismemberment benefit.

Consequently, if an insured individual dies from accidental causes the total death benefit would be twice the face amount of his or her supplemental life coverage. All premium costs are to be paid by the employee at the rates and under eligibility requirements established by the insurance carrier.

G. Dependent Life Coverage

If 75% of those employees who have eligible dependents and are enrolled in the basic life program so elect, dependent life insurance may be added to the group insurance program at a very low cost. The 75% participation test would be applied to only those covered employees who have eligible dependents.

Under this coverage if an insured dependent dies from any cause whatsoever the full amount of the dependent life benefit will be paid to the employee. All premium costs for this coverage will be paid by the employee.

UNIT OF DEPENDENT LIFE COVERAGE		MONTHLY PREMIUM FOR DEPENDENT UNIT
Spouse	$2,000	$1.00*
Children		
14 days to age 19	2,000	
age 19 to age 23 provided they are unmarried and attending college full-time	2,000	

H. Sick Leave

Western Iowa Tech Community College employees are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and subsequent years of employment	15 days

The above amounts shall apply only to consecutive years of employment with Western Iowa Tech Community College and unused portions shall be cumulative to a maximum of ninety days. The Western Iowa Tech Community College Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

*The monthly $1.00 premium covers all eligible dependents in the family regardless of number. This premium cost is subject to change by the insurance carrier.

A record of the accumulated Annual Sick Leave for each employee is kept with the personnel records in the Board Secretary's Office and may be inspected at any time.

I. Family Hospitalization

In the case of the hospitalization of a member of the immediate family, the employee will be granted a one day leave for a local hospitalization; or two days leave for an out-of-town (beyond 150) miles) hospitalization.

Leave granted under this section is with pay and is not chargeable against accumulated sick leave.

The Superintendent shall have authority to extend these times up to a maximum of five days, depending upon the nature of the situation.

For purposes of definition, the term "immediate family" includes the following:

1. Spouse
2. Son or Daughter including "Step Relationship"
3. Father or Mother including "Step Relationship"
4. Father or Mother-in-law including "Step Relationship"
5. Son or Daughter-in-law including "Step Relationship"
6. Brother or Sister-in-law including "Step Relationship"
7. Grandfather - Grandmother
8. Grandchildren
9. Foster children
10. Brother - Sister including "Step Relationship"

J. Funeral Leave

Leave when granted under this paragraph shall be with pay. For the purpose of definition, funeral leave will apply to members of the "immediate family" as defined elsewhere in this article.

Authorization for such leave will normally be three days or less depending on relationship to the employee and location of the funeral. The Superintendent shall have authority to extend these times up to a maximum of five days, depending upon the nature of the situation.

K. Maternity Leave

Employees who become pregnant may request a leave of absence without pay. Such leave shall be requested at least 30 days prior to effective date and shall continue for a minimum of one full quarter following the quarter in which the leave is requested.

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The employee shall notify the Superintendent of intent to return at least 30 days prior to return, which shall be at the beginning of a quarter. The employee shall be returned to the same position or a similar position for which she is qualified.

An employee who elects not to request leave without pay may continue in employment until incapacitated by pregnancy. Incapacity occurs when a physician certified that the employee is physically unable to continue working. At that point, the employee qualifies for sick leave, which shall continue until the physician certifies that the employee is able to return to work or until sick leave is exhausted, whichever occurs first.

L. Personal Leave

Each three-quarter employee shall be entitled to two (2) personal leave days each year. Each four-quarter employee shall be entitled to three (3) personal leave days each year. Such days shall not accumulate from year to year.

The employee requesting approval of such leave of his/her supervisor will attempt to provide five (5) working days' notice. In the case of an emergency, the employee will provide notice as soon as possible. The number of requests for absence may be limited on a given day where instructional services will be unduly impaired.

Personal leave may be used for any purpose at the discretion of the employee. However, such days may not be used the day before or the day after a school closing (does not mean weekends or weather emergency closings) except in case of emergency. If used as an emergency day, the employee shall provide a reason. The Superintendent may deny the leave request if the reason given is not an emergency.

Use of personal days shall not be less than half day increments.

M. Leave of ABsence

A leave of absence without pay may be granted for any reason approved by each of the following: The employee's immediate supervisor, or department head; the appropriate Director; the Superintendent; and/or the Board of Directors. Such leave may be granted for a maximum of one year.

N. Holidays

The days of service of the instructional contracts shall include any or all of the following listed holidays occurring during the individual instructor's contract period.

Holidays designated are 4th of July, Labor Day, Veteran's Day, Good Friday, Memorial Day, Thanksgiving Day, Christmas Day, New Year's Day. (A holiday for this purpose is defined as a paid non-working day).

O. Timely and proper application shall be made for any of the listed benefits or leaves as may be required by the situation.

P. All of the above insurance programs are subject to the terms and conditions of the insurance company.

ARTICLE 7

PROFESSIONAL DEVELOPMENT

The employer may grant full-time employees time off to attend professional development activities, i.e., workshops and seminars, which are directly related to the employee's contracted duties.

Approval requests for such time off shall be submitted to the employee's supervisor at least thrity (30) days in advance of the date of the activity.

Reimbursement for expenses shall be at the discretion of the administration on an individual basis.

ARTICLE 8

SENIORITY

Seniority shall mean the number of consecutive years of full-time employment at Western Iowa Tech Community College.

Seniority shall begin from the date of employee's last hire into a bargaining unit position.

The College shall provide a list of full-time bargaining unit employees, their classification and seniority to the Association President by September 15. The Association shall have thirty (30) days to contest such list or it will become official.

ARTICLE 9

PROCEDURES FOR STAFF REDUCTION - FULL-TIME EMPLOYEES

Staff reduction shall mean that there will be a termination of employees in a job classification or the reduction of an employee's contract from four to three quarters.

Each employee shall be placed in one of the job classifications in Appendix E.

The college will consider retirements or attritions before making a staff reduction.

In making reductions the college will consider qualifications and length of service of the employee. If qualifications are equal then the least senior employee in the job classification will be reduced first.

Employees to be terminated under this procedure will be notified by March 15.

An employee terminated under this procedure is required to keep a current address on file with the personnel office.

An employee terminated under this procedure shall be eligible for consideration for a vacancy in his/her job classification for up to eighteen (18) months from the effective date of termination.

When the college determines a vacancy exists and seeks to fill that vacancy it will first offer that position to an employee who was reduced from that position and has recall rights. Should more than one employee be eligible for such position the employee with the greatest seniority shall be recalled first.

Employees laid off under this procedure shall also be considered for recall to other job classifications in which they have worked at the college for up to eighteen (18) months from the effective date of termination.

Written notice of recall shall be by registered mail to the employee's address on file with the personnel office. The employee shall have seven (7) working days from receipt of notice or seven (7) days from attempted service, whichever is earliest to notify the personnel office, in writing, of his/her intent to acccept the position. Failure to respond to the notice or refusal to accept the position will terminate any future rights under this article.

An employee recalled under this procedure, who is then currently employed, shall be allowed to give his employer up to two (2) weeks notice before returning to employment with the college.

An employee who is reemployed under the above procedure shall have previously accrued sick leave restored and have the same salary had he/she worked the year of lay off.

The college shall notify the Association President of any employee who has reemployment rights.

ARTICLE 10

PROCEDURE FOR STAFF REDUCTION - PART-TIME EMPLOYEES

Before the College implements the provisions of Article 9, Procedures for Staff Reduction, in a job classification, it will reduce the part-time employees in that job classification before full-time employees, unless the part-time employees are necessary to maintain course(s) being taught. In making such reductions, non-bargaining unit part-time employees in a job classification will be reduced before bargaining unit part-time employees unless the non-bargaining unit part-time employees are necessary to maintain course(s) being taught.

ARTICLE 11

HEALTH AND SAFETY PROVISIONS

The employer will endeavor to maintain safe working conditions. Employees are expected to be alert to unsafe working conditions, if any, and to report any such conditions to the employer in writing.

Employees will not be required to work under unsafe conditions. Unsafe does not mean uncomfortable or inconvenient, but shall mean demonstrably more dangerous to health than conditions normally found in the type of employment.

No employee will be required to search for a bomb.

ARTICLE 12

EVALUATION

Within four (4) weeks of employment, each new employee will be acquainted with the evaluation procedures including the form to be used. The procedure and forms will be discussed at the fall in-service day. No formal evaluation shall take place until the employee has been notified of the procedure and signed a statement that he/she was informed of same.

All probationary employees will be evaluated once each quarter by their supervisor during the first two quarters of the year. All employees who have completed their probationary employment will be evaluated by the supervisor up to two times at sometime during the first two quarters. The results of such evaluations will be discussed with the employee within ten (10) working days of the evaluation. The employee shall sign a copy of the evaluation at the time of the conference to indicate awareness of the contents and be given a copy of the same.

If the employee disagrees with the contents of the evaluations, he/she may reduce his/her comments to writing within ten (10) working days of the evaluation conference and submit them to the Supervisor for attachment to the evaluation.

As part of the evaluation, either the supervisor or the teacher may request that a student evaluation be conducted. The request for such student evaluation must be made before the results of the supervisory evaluation are discussed. The evaluation shall be run as soon as possible after the request.

Follow-up evaluations may be implemented by the Board if circumstances warrant.

ARTICLE 13

TRANSFERS

Employees desiring to apply for transfer to another assignment shall file a written request for such transfer on a form provided by the Superintendent. Request for such transfer shall be filed prior to March 1 for consideration for the following school year.

Announcements of teaching vacancies will be made to the faculty when the Personnel Office has sufficient advance notice of the vacancy.

ARTICLE 14

HOURS

A. Employees will be assigned thirty-seven and one-half (37½) hours of work assignments per week. Such time will include a one-half hour duty free lunch break per day which shall occur sometime during the middle of such hours. Schedule of such hours will be assigned and distributed at the beginning of each quarter.

B. Work assignments beyond thirty-seven and one-half (37½) hours will result in compensation, at the employee's per diem hourly rate, or compensatory time off if agreed to by the employee.

C. Employees will be required to attend without additional compensation reasonable faculty and other meetings outside the regular work day. In the case of department and divisional meetings, reasonable shall be interpreted to be between 12-16 meetings of not longer than one hour past the end of the work day, per year, per Supervisor.

ARTICLE 15

SALARY

A. Schedules

The salary of regular full-time certificated instructors covered by this agreement is set forth in the attached schedules.

B. Placement on Salary Schedule - Future Employees

Initial placement on the salary schedule for future employees will consider education, prior work experience in the occupational field related to the teaching position, and prior teaching experience at an appropriate level.

C. Instructional Contract Modifications

1. Credit hours applied to achieve horizontal movement on the salary schedule must receive prior approval by the WITCC administration or:

   a. have been or be granted by a regionally accredited institution of higher learning and,

   b. be in a field or subject related to the instructor's teaching area, or designed to achieve a baccalaureate degree, or

   c. be required by the Iowa Department of Public Instruction for certification or re-certification purposes

   d. Staff Development Units (S.D.U.) - current policy.

2. An instructor's contract may be modified on either July 1 or September 1 of a year, in which the instructor becomes eligible for a higher classification on the salary schedule after election or employment in the spring, provided an official transcript of credits or similar information, together with a written request for modification of contract is filed with the Superintendent no later than the second Tuesday in said month of July or September. Hours received in August would apply during current year starting September 1, but are not retroactive for salary determination purposes.

3. Tuition will be paid for all classes taught at Western Iowa Tech Community College up to a maximum of ten (10) semester hours or equivalent quarter hours for the purpose of enabling the employee to meet minimum certification and approval requirements. No credit will be granted for horizontal movement on a salary schedule unless the employee pays the tuition costs.

4. All instructors must comply with the Iowa Code and Department of Public Instruction regulations regarding certification or re-certification prior to receiving compensation for services rendered under this contract.

5. Currently recognized hours of credit will be recognized for the purpose of determining future advances on the salary schedule. (Example: If an instructor had 80 hours of credit at 6/30/78 and subsequently receives 10 additional acceptable credits, advancement to VC90 column may occur if in accordance with other items in this section.)

D. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. Any certificated employee who performs service for fifty-one percent (51%) of his/her contract year shall be given credit for one year service toward the next increment step for the following year.

E. Method of Payment

1. Pay Periods

Each employee shall be paid twelve (12) equal installments on the last teaching day of the month. Employees shall receive their checks by mail or at their regular campus and on regular work days, unless circumstances preclude same.

2. Summer Chekcs

Regular salary checks shall be mailed to the address designated by the employee.

F. The 1985-86 Salary Schedules will be changed as follows:

1. Add a step as necessary to prevent an instructor from being frozen.

2. Increase each step on the 1985-86 four - quarter schedule by $1,860.

3. Increase each step on the 1985-86 three - quarter schedule by $1,488.

ARTICLE 16

DURATION

This agreement shall become effective July 1, 1986 and continue until midnight June 30, 1987.

This agreement shall not be extended orally.

For the Board

President

Nancy J. Wittrey
Chief Negotiator

Dated October 20, 1986

For the Association

President

Chief/Negotiator

APPENDIX A

WESTERN IOWA TECH COMMUNITY COLLEGE
SALARY SCHEDULE FOR 1986-87
FOR 4 QUARTER CONTRACT

	VC	VC+30	VC+60	VC+90	BA	BA+12	BA+24	MA
1.	19,503	19,924	20,346	20,767	21,188	21,715	22,241	23,294
2.	19,924	20,346	20,767	21,188	21,609	22,136	22,662	23,715
3.	20,346	20,767	21,188	21,609	22,030	22,557	23,083	24,136
4.	20,767	21,188	21,609	22,030	22,452	22,978	23,505	24,558
5.	21,188	21,609	22,030	22,452	22,873	23,399	23,926	24,979
6.	21,609	22,030	22,452	22,873	23,294	23,821	24,347	25,400
7.	22,030	22,452	22,873	23,294	23,715	24,242	24,768	25,821
8.	22,452	22,873	23,294	23,715	24,136	24,663	25,189	26,242
9.	22,873	23,294	23,715	24,136	24,558	25,084	25,611	26,769
10.	23,294	23,715	24,136	24,558	24,979	25,505	26,032	27,190
11.	23,715	24,136	24,558	24,979	25,400	25,927	26,453	27,611
12.	24,136	24,558	24,979	25,400	25,821	26,348	26,980	28,033
13.	24,558	24,979	25,400	25,821	26,242	26,874	27,401	28,454
14.	24,979	25,400	25,821	26,242	26,769	27,295	27,822	28,875
15.	25,400	25,821	26,242	26,769	27,190	27,717	28,243	29,296
16.	25,821	26,242	26,769	27,190	27,611	28,138	28,664	29,717
17.	26,242	26,769	27,190	27,611	28,033	28,559	29,086	30,139
18.	26,769	27,190	27,611	28,033	28,454	28,980	29,507	30,560
19.	27,190	27,611	28,032	28,454	28,875	29,401	29,928	30,981
20.	27,611	28,032		28,875	29,296	29,822	30,349	31,402
21.	28,033	28,454		29,296	29,717	30,243	30,770	31,823
22.	28,454	28,875			30,138	30,664	31,191	32,245
23.	28,875	29,296				31,085	31,612	32,666
24.	29,296					31,506	32,033	33,087
25.								33,508

APPENDIX B

WESTERN IOWA TECH COMMUNITY COLLEGE
SALARY SCHEDULE FOR 1986-87
FOR 3 QUARTER CONTRACT
BASIS - 80% OF 4 QUARTER CONTRACT

	VC	VC+30	VC+60	VC+90	BA	BA+12	BA+24	MA
1.	15,603	15,940	16,277	16,613	16,950	17,372	17,793	18,635
2.	15,940	16,277	16,613	16,950	17,287	17,709	18,130	18,972
3.	16,277	16,613	16,950	17,287	17,624	18,046	18,467	19,309
4.	16,613	16,950	17,287	17,624	17,961	18,383	18,804	19,646
5.	16,950	17,287	17,624	17,961	18,298	18,720	19,141	19,983
6.	17,287	17,624	17,961	18,298	18,635	19,056	19,478	20,320
7.	17,624	17,961	18,298	18,635	18,972	19,393	19,815	20,657
8.	17,961	18,298	18,635	18,972	19,309	19,730	20,152	20,994
9.	18,298	18,635	18,972	19,309	19,646	20,067	20,488	21,331
10.	18,635	18,972	19,309	19,646	19,983	20,404	20,825	21,668
11.	18,972	19,309	19,646	19,983	20,320	20,741	21,162	22,005
12.	19,309	19,646	19,983	20,320	20,657	21,078	21,499	22,342
13.	19,646	19,983	20,320	20,657	20,994	21,415	21,836	22,679
14.	19,983	20,320	20,657	20,994	21,331	21,752	22,173	23,016
15.	20,320	20,657	20,994	21,331	21,668	22,089	22,510	23,353
16.	20,657	20,994	21,331	21,668	22,005	22,426	22,847	23,690
17.	20,994	21,331	21,668	22,005	22,342	22,763	23,184	24,027
18.	21,331	21,668	22,005	22,342	22,679	23,100	23,521	24,364
19.	21,668	22,005	22,342	22,679	23,016		23,858	24,701
20.			22,679	23,016			24,195	25,037
21.			23,016	23,353			24,532	25,480
22.			23,353	23,690			24,869	25,817
23.			23,690	24,027			25,206	26,154
24.			24,027	24,364				26,491
25.			24,364	24,701				26,828
26.				25,038				27,165
27.				25,375				27,502
28.								27,839
29.								28,176
30.								28,513
31.								28,850

APPENDIX C

WESTERN IOWA TECH COMMUNITY COLLEGE

Grievance Report #____________________

____
Date Filed

____
Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Superintendent

____

Step 2

A. Date Violation Occurred____________________

B. Section(s) of Contract Violated____________________

____

C. Statement of Grievance____________________

____

____

D. Relief Sought____________________

____

____

____
Employee's Signature Date

E. Disposition of Appropriate Director or Designee____________________

____

____

____
Signature of Appropriate Dat
Director or Designee

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Step 3

A. ______________________________ ______________________________
Signature of Aggrieved Person   Date received by Superintendent

B. Disposition by Superintendent or Designee ______________________________

____

____

____
Signature of Superintendent   Date
or Designee

Step 4

A. Date ____________________

B. TO: Superintendent
Association President

C. I, ______________________________ (grievant), hereby request that this grievance be submitted to the American Arbitration Association. In accordance with the terms of the collective bargaining agreement, Article 3 - Grievance Procedure - Item C, 4, a copy of a letter to the American Arbitration Association requesting a list of arbitrators is hereby attached.

____
Grievant's Signature   Date

____
Association President   Date

APPENDIX D

DUES DEDUCTION AUTHORIZATION FORM

____

For Employer Use Only

____
Effective Date

____
Amount

Changes

__________ __________
Date Amount

__________ __________
Date Amount

__________ __________
Date Amount

____

Authorization for Payroll Deduction for Education Association Dues

____
First Name Initial Last Name

I hereby request and authorize the Board of Directors of Western Iowa Tech Community College as my remitting agent, to deduct from my earnings each month one-twelfth (1/12) annual dues as provided in Article IV of the negotiated Agreement between the Western Iowa Tech Community College and the Western Iowa Tech Community College Education Association.

It is understood that this authorization shall begin on the first payroll period in September and shall continue in effect from year to year unles revoked in writing by a written notice to the Board.

Date ______________

Signature ______________________

Social Security No. ______________

APPENDIX E

CLASSIFICATIONS

DIVISION

Animal Science
Data Processing
Electronics
Police Science Technology
Graphic Communications
Mechanical Drafting & Design Technology
Architectural Drafting & Design Technology
Telecommunications I & II

DIVISION II

Ag Power Mechanics
Air Conditioning Heating and Refrigeration
Auto Body Repair
Auto Mechanics
Building Maintenance/Stationary Engineering
Carpentry
Diesel Mechanics
Electricity
Equipment Rental/Rental Management Technology
Machinist
Meat Cutting
Music
Park and Golf Course Management
Plumbing and Heating
Solar Systems Technology
Welding

DIVISION III

Dental Assistance
Nursing Program (Sioux City)
LPN Program (Cherokee)
Surgical Technician

DIVISION IV

Accounting
Accounting Specialist
Bookkeeping
Administrative Assistant, Office Assistant and Secretarial
Agri-Banking
Legal Secretary
Medical Secretary
Retail Sales and Marketing Management
Micro Processor Specialist
Information/Word Processing Specialist

DIVISION V

General Education

DIVISION VI

Truck Driving
ABE/GED Instructor

COLLECTIVE BARGAINING

AGREEMEMT

IOWA WESTERN COMMUNITY COLLEGE

and

IOWA WESTERN COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCIATION

1987-1988

ARTICLE 1

Recognition

The Iowa Western Community College (Merged Area XIII) is hereby recognized as the public employer.

The Iowa Western Community College Higher Education Association is hereby recognized as the certified exclusive bargaining representative for all personnel as set forth in the P.E.R.B. certification instrument (case 371) issued on the 11th day of November, 1975. The unit described in the above certification is as follows:

> All full-time and regular part-time* professional personnel including classroom teachers, counselors, librarians, special needs, remedial teachers, reading specialists and S.P.A.C.E. teachers. Excluded: Superintendent, deans, adult education personnel and all others excluded by Section 4 of the Act.

If new positions are created and the parties cannot agree as to the exclusion or inclusion on the bargaining unit, the issue will be submitted to P.E.R.B. for a ruling.

Definitions:

1. Board or employer shall mean the Board of Directors of the Iowa Western Community College (Merged Area XIII) or its duly authorized agents or representatives.
2. Employee or teacher shall mean any professional person in the bargaining unit as certified by Public Employment Relations Board.
3. Association shall mean the Iowa Western Community College Higher Education Association or its duly authorized agents or representatives.

*Regular part-time employee shall include all personnel who sign a contract to teach eight (8) or more contact hours per week or nonteaching personnel who work at least twenty (20) hours per week for at least three (3) out of the four college quarters during the year covered by this agreement.

ARTICLE 2

Work Year

All employees in the bargaining unit on a nine (9) month contract will perform one-hundred and eighty-one (181) days of work.

All employees in the bargaining unit who are teaching in a year-round program and who presently have a nine (9) month contract and a two and one-half (2 1/2) month contract will perform two-hundred and thirty-six (236) days of work.

Faculty who teach in a year-round program and who have a nine (9) month contract and a two and one-half (2 1/2) month contract will receive five recess days to be determined by the employee and his/her director. These days will be selected from Fall, Winter, and Spring Registration and Orientation days.

All counselors, librarians, and audio-visual personnel in the bargaining unit who presently have a nine (9) month contract and a two and one-half (2 1/2) month contract will be required to submit a written request for their selected five (5) recess days. This request shall be made to their respective supervisors and shall be subject to their approval. The five (5) recess days will be added to the present recess days.

No employee shall be required to work from Christmas Day, to and including New Year's Day.

There will be a Spring Recess of two (2) days.

No employee will be required to work on the following days:

A. Memorial Day
B. July 4th*
C. Labor Day
D. Thanksgiving Day
E. the Friday following Thanksgiving Day

*When July 4th falls on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday respectively.

ARTICLE 3

Hours

A. Non-instructional Employees:

The work week for non-instructional employees will normally be forty (40) hours which shall include two fifteen minute break periods, one in the morning hours and one in the afternoon hours. The employee shall have a thirty (30) minute lunch period during the day.

Employees will be notified of hours of work. The employee shall be notified prior to any change in his/her hours of work.

Employees who work more than eight (8) hours in any one day will receive compensatory time of one (1) hour off for each hour of overtime worked.

B. Instructional Employees:

Employees who have primary duties of classroom instruction shall be expected to be on campus a minimum of thirty (30) hours per week. These minimums do not include overload hours. The difference in the classroom instruction time and the minimum weekly hours shall be for designated office hours, classroom preparation, and committee meetings.

The employer agrees that policies governing normal work hours and overload hours that exist as of March 9, 1984, will not be changed during the term of this Master Contract.

In the event an employee of the bargaining unit is scheduled for an evening class beginning on or after 5:00 p.m., the employee will not be scheduled for a class prior to 9:00 a.m. the following morning.

ARTICLE 4

Seniority

Seniority shall be defined as continuous years of service with Iowa Western Community College. Seniority shall date from the founding date of the College district for those who were under employment at that date. Seniority of employees who signed contracts on the same date shall have their length of seniority determined by drawing lots.

A Unit member who assumes administrative duties and is subsequently reassigned by the employer to a position in the bargaining unit shall retain seniority accrued up to the assumption of administrative duties. An administrator may be reassigned to a vacancy in the bargaining unit but may not displace a bargaining unit employee.

The College shall provide the Association on or before September 15 of each year a seniority list. The Association shall challenge the list within thirty (30) calendar days or it shall stand as submitted.

ARTICLE 5

Transfer

1. DEFINITION

The change of an employee's primary assignment from one center to another center shall be a transfer.

2. VOLUNTARY

When the College determines that a full-time position is available in any center it will post such opening on bulletin boards throughout the College.

An employee who desires to be considered for a transfer shall file a written statement of his/her desire with the Personnel Office.

The College shall have sole discretion on the filling of any vacancy. However, when an employee is seeking a voluntary transfer to an identical position currently held, he/she shall be given the position over other applicants.

3. INVOLUNTARY

In the event that the College determines it is necessary to permanently transfer an employee involuntarily it will select the least senior employee of those determined by the College to be qualified for the vacancy. An employee to be transferred involuntarily will have a meeting with the Superintendent or his designee preceding the transfer. The College will pay the cost of moving the employee's household goods.

ARTICLE 6

Reduction in Staff

1. A staff reduction is the termination of a position or reduction of a member of the bargaining unit to less than a nine (9) month contract.

2. The employer shall determine the employees within the designated area of instruction to be laid off based upon qualification, evaluation, needs of the program and seniority. Seniority shall be the controlling factor in the layoff within the designated area of instruction after the employer has judged the other criteria to be equal. Part-time employees shall be reduced first unless specific curriculum needs require the retention of such employees.

3. The employer shall notify the Association and the affected individual(s) of the planned layoff by March 15 of each year. Prior to making a decision to terminate a unit member under this procedure, the employer shall consider the unit member for any vacancy for which he/she is certified and endorsed.

RECALL PROCEDURES

A unit member terminated under this procedure shall be re-employed to a vacancy which may occur within one year to a position in which he/she was employed at the time of termination. The employee shall notify the employer of his/her address and keep his/her current address on file with the College. The College shall notify the Association each September of employees who have recall rights.

An employee notified of an offer of re-employment shall notify the employer within ten (10) days of the mailing of the notice for re-employment of his/her intention to accept the position and report for work on the designated day. Failure of the employee to both notify the employer of his/her intent to return to work and failure to return on the designated day shall terminate the employee's rights under this contract.

An employee re-employed under this Article will be reinstated with seniority and sick leave benefits accrued up to the time of termination. Additionally, the employee will receive the same rank possessed at the time of termination and the salary he/she would have received the year following his/her termination.

Bargaining unit members hired on grants or to replace bargaining unit members on a leave of absence shall be on a limited term contract and have no rights under this Article. Such employees must be notified, at the date of hire, that they are on a limited term contract.

The Board's obligation to terminated unit members under the above procedure shall terminate under the following conditions:

1. One year from termination or
2. Comparable employment in higher education or
3. Lapse of state certification or
4. Voluntary waiver of re-employment rights by the employee in writing.

ARTICLE 7

Personal Absences and Leave

SICK LEAVE - GENERAL

All employees, after effective date of employment, will be granted personal illness or injury leave with full pay for:

1st year of employment - 10 days
2nd year of employment - 11 days
3rd year of employment - 12 days
4th year of employment - 13 days
5th year of employment - 14 days
Subsequent years of employment - 15 days

Unused days shall be cumulative to a total of one hundred five (105) days. Evidence confirming reason of absence may be presented as required.

CRITICAL ILLNESS IN IMMEDIATE FAMILY

In the case of critical illness of a member of the employee's immediate family, leave of absence may be granted. Such absence shall not be charged against personal sick leave. The immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, and comparable in-laws. This provision shall include the birth of a child to the wife of an employee. It is conceivable that the illness of some person other than those listed above may warrant individual consideration at the discretion of the Superintendent. Extenuating circumstances only will be considered.

DEATH IN IMMEDIATE FAMILY

In the case of death of a member of the employee's immediate family, leave of absence of up to five (5) days may be granted. Such absence shall not be charged against personal sick leave. The immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, and comparable in-laws. It is conceivable that the death of some person other than those listed above may warrant individual consideration at the discretion of the Superintendent. Extenuating circumstances only will be considered.

JURY DUTY

Employees may be excused by the Superintendent with full pay for jury duty with the stipulation that any remuneration for such duty shall be paid to the Iowa Western Community College.

If the absence of the employee would be a real hardship, for example, because a satisfactory replacement could not be obtained, the employee and/or the superintendent should request that the employee be excused from jury duty.

EXTENDED PROFESSIONAL LEAVE

An employee with five (5) years of service may be granted one calendar year, without pay and other benefits, for the purpose of engaging in study at a college or university related to professional responsibilities, or to an industry-related position for vocational-technical. Granting of such leave will be at the discretion of the Board.

To be considered for professional leave, an employee of the institution must make application to the Superintendent by January 15. An employee on leave must notify the Superintendent in writing of his/her plan to return the following year by the first day of February or the position will be declared vacant.

An employee, while on professional leave, shall remain a member of the group insurance plan and receive insurance benefits, but the insurance premiums will be reimbursed by the individual to the College.

When the employee returns to work following his/her professional leave, he/she will be reinstated with rank, salary, seniority and sick leave accrued prior to leave. He/she will receive all benefits and salary increases which were in effect under the contract at the time he/she started the leave of absence.

MILITARY SERVICE

Provisions for military leave shall be in accordance with State and Federal Laws.

EMERGENCY LEAVE

Emergency leaves with or without pay may be granted at the sole discretion of the Superintendent. Requests for such leaves shall be submitted in writing, stating whether it is with or without pay, to the employee's immediate supervisor. If emergency leave is denied, reasons for the denial will be given in writing to the person requesting said leave within five (5) days of the denial.

ADDITIONAL LEAVES

Additional leaves with or without pay may be granted at the descretion of the Superintendent. Whether this additional leave provision will be implemented or not is solely at the discretion of the Superintendent. Such leaves will be administered as in the past.

ARTICLE 8

Inservice Training

The College shall plan and implement three (3) inservice days per year.

ARTICLE 9

Wages and Salaries

SALARY RANGES

Rank:	Instructor	$1~~4~~5,859 - 27,533
	Assistant Professor	$18,436 - 30,626
	Associate Professor	$21,014 - 33,204
	Professor	$23,591 - 36,297

HIRING GUIDELINES

No Degree Certified	$15,859
B.A. Minimum	$16,359
M.A. Minimum	$16,859

The following additional increases will be paid for each year above the three years basic required experience (vocational), up to a maximum of ten years, when determining the initial base salary of an eligible employee:

1. $375 - previous K-12 teaching experience
2. $600 - previous post-secondary teaching experience
3. $500 - previous directly related industry or military experience beyond three (3) years

In the above stated guidelines, credit will be given only for the time spent employed with duties directly related to the primary work assignment at IWCC.

The College will have the right to exceed the above guidelines in hiring new employees. The College will notify the Association President when it becomes apparent that the guidelines will be exceeded.

TERMS OF WAGES AND SALARIES

All eligible full-time employees* covered by this agreement shall receive a 3.1% increase on their 1986-87 nine (9) month base salary plus $600 for the 1987-88 contract year. A further base salary increase of $1,158 on the previously computed nine (9) month salary will be provided from H.F. 780 monies to those eligible full time employees that received H.F. 780 monies in 1986-87 within the limits of the salary ranges listed above.

*Regular part-time employees shall receive a prorated increase on their 1986-87 salary for 1987-88.

Employees on the 1987-88 academic year contract will perform one hundred eighty (181) days of work.

All faculty members employed under a full-time contract for the academic year and who are also employed for the summer academic quarter will receive a salary equal to twenty-two (22) percent of their academic year base salary. Such faculty who are employed less than full-time during the summer quarter shall receive a salary prorated of the twenty-two (22) percent.

Any employee of the nursing programs of the College who supervises or teaches at any hospital, hospital school, or other location off campus during the 3-11 p.m. shift will receive an additional salary increment of 6% for that portion of the salary which is earned while assigned to such shift.

Any employee promoted to a higher academic rank by the Board of Directors shall receive a $500 increase on his/her base salary effective August 31, 1987 for the 1987-88 contract year.

Overload pay rates within the Vocational-Technical Division shall be on an hourly basis. The hourly rate shall be:

A. .001 times the base contract for all lecture or lecture/lab courses to a maximum of $23 per hour.

B. 70% of .001 times the base contract for all laboratory courses to a maximum of $16.10 per hour.

Overload pay rates within the Arts and Sciences Division shall be on a credit hour basis. The credit hour rate shall be:

A. $240 per credit hour for the first three contracted years with the College.

B. $250 per credit hour after three years with the College.

Substitute pay shall be paid to all divisions at the rate of $14 per contact hour. This pay shall be based on prior approval of the Division Director.

All employees shall receive their base salary in twenty-four (24) paychecks beginning September 19, 1987. Overload and supplemental summer contract wages shall be paid in equal installments on each regular pay day during the contract period in which said money is earned.

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GUIDELINES AND PROCEDURES FOR SALARY ADJUSTMENTS BASED ON APPROVED EDUCATIONAL TRAINING OR WORK EXPERIENCE OF EMPLOYEE

A. Step One

The employee shall submit an approval form for a professional development training program which will include the proposed training courses, workshops, programs or work experience plan.

B. Step Two

The employer shall evaluate the plan using the following criteria:

1. Related Course Work

   a. Accredited college or university.

   b. Course work directly related to the professional assignment at Iowa Western.

   c. Undergraduate course work must be at a grade level of a "C" or better. Graduate course work must be at a grade level of "B" or better.

   d. Courses taken for qualifying for full certification are specifically excluded.

   e. Quarter hour credits equal two-thirds of a semester hour credit.

2. Training Schools

   a. The occupational training school must be accredited or approved by the employer.

   b. The training program must be directly related to the professional asssignment of the employee.

   c. Certification by the school of successful completion of the program must be provided.

   d. Courses taken for qualifying for full certification are specifically excluded.

   e. The training program activity will be converted to semester hour credit by dividing the hours in training by 45 to equal one semester credit.

3. Related Work Experience

   a. The related work experience must be approved in advance and must contribute substantially to development of new competencies or significant improvement of existing competencies related to the employee's assignment of the College.

   b. Certification by the employer of successful completion of the work experience and the number of hours worked must be provided.

   c. Work experiences to be used for qualifying for full certification are specifically excluded.

   d. The work experience activity will be converted to semester hours by dividing the number of work hours by 100 to equal one semester credit.

C. Step Three

The employer shall have the right to approve, disapprove or modify the proposed plan and notify the employee in writing within 30 calendar days from the date of receipt of the plan.

D. Step Four

Upon completion of the plan, the employee is responsible for submitting the appropriate documentation to the Personnel Office. University credit must be documented by an official transcript. For work experience or training schools, appropriate and official documentation must be submitted from the employer or the training school directly to Iowa Western Community College.

E. Step Five

Any change in the form of a salary adjustment may occur only at the beginning of a new contract year. The responsibility for initiating action to accomplish the salary adjustment is solely that of each employee. Requests for adjustments with corresponding evidence of completion must be filed with the College by September 10th of each year.

Salary Adjustments

Adjustments 1-4

15 semester credits taken beyond Associate Degree from time at which plan is submitted and approved.

Adjustment 5

15 semester credits taken beyond B.A. degree from time at which plan is submitted and approved.

Adjustment 6

Granted upon receipt of Master's Degree from time at which plan is submitted and approved.

Adjustment 7-10

15 semester credits taken beyond M.A. from time at which plan is submitted and approved.

Adjustment 11

15 semester credits taken beyond M.A. + 60 semester credits from time at which plan is submitted and approved.

Adjustment 12

15 semester credits concluding with Doctoral Degree from time at which plan is submitted and approved.

Salary Adjustment Compensation

Adjustments 1-4

$125 per adjustment.

Adjustments 5-6

One-half the difference between the B.A. and M.A. base hiring rates.

Adjustments 7-12

$250 per adjustment.

Other Considerations

1. Specific training programs to which the employee is sent as part of his regular work schedule and while under contract is specifically excluded from this section.
2. Costs for professional development training programs must be borne by the employee.
3. Salary adjustments granted under this section are permanently applied to the base nine (9) month salary of the employee.
4. Regular meetings and conventions of Associations (or societies) and meetings called by the Department of Education are not considered in computing this credit. Workshops or seminars sponsored by schools during in-service periods are also not applicable.

ARTICLE 10

Insurance and Other Fringe Benefits

Full-time employees, for the purposes of this article, shall mean an employee working at least thirty (30) hours per week on a minimum nine (9) month contract.

HEALTH AND ACCIDENT INSURANCE

The Board of Directors agree to provide a health and accident insurance plan for full-time members of the bargaining unit with the inclusion of DXL coverage. The Board shall contribute toward the payment of premiums assessed eligible unit members as follows:

1. 100% of monthly premium for those carrying single member coverage.
2. $164.15 of the monthly premium for those carrying family member coverage.

LONG-TERM DISABILITY

Benefits under the Long-Term Disability policy for all full-time employees covered by this Agreement will remain at the level provided during 1986-87. The maximum benefit shall be $2,500 per month. The premium shall be paid by the employer.

GROUP LIFE INSURANCE

The employer will pay the full cost of the monthly premium for all full-time employees to purchase a fifteen thousand ($15,000) dollar group life insurance program.

Supplemental group life insurance, at the option of the employee, may be elected at multiples of $10,000 to supplement the College's basic life group insurance coverage up to an additional $50,000. Premium rates for the supplemental life group insurance shall be paid by the employee.

Dependent life insurance may be added at the option of the employee to the basic group insurance program. Premium rates for dependent life insurance will be paid by the employee.

ARTICLE 11

Supplemental Pay

Employees who are authorized to use their personal automobiles in the performance of school business shall be compensated at the rate of 20 cents per mile. No mileage will be paid for commuting to and from work.

Supplemental pay will be paid to an employee who is asked to perform work other than his/her customary duties. Where applicable, the existing rates for this work shall be retained at their present levels.

ARTICLE 12

Health and Safety

The Board will maintain safe working conditions for the employees. Employees shall be alert to unsafe practices, equipment and conditions and promptly report such to their immediate supervisor. Each employee has a responsibility for his/her own safety and to know the safety rules and regulations of the schools.

In case of emergency, no employee shall be required or expected to act in other than a reasonable manner in providing any first aid or other remedial assistance.

Employees shall not be required to work under unsafe or hazardous conditions. Unsafe and hazardous shall mean danger to health. When required by Board policy, the following items of safety equipment will be furnished by the Board at no cost to the employee:

1. Safety glasses or goggles (non-prescription)
2. Protective gloves
3. Protective head gear
4. Respirators
5. Hearing protectors
6. Protective aprons
7. Masks

Each employee shall be responsible for the replacement of such safety equipment which is lost or damaged by his/her own negligence.

ARTICLE 13

Dues Checkoff

AUTHORIZATION

Any employee who is a member of the Association, or has applied for membership, may sign and deliver to the Financial Services Director by October 1 a request authorizing payroll deduction of Association dues. The form of the request shall be set forth in Appendix A.

Regular Deduction: Pursuant to the dues checkoff request, the Board shall deduct the dues from the regular salary checks of the employee each month beginning with the September or October, 1986, payroll check and ending with the August, 1987, payroll check.

DURATION

Such authorization shall continue to be in effect only through the August 1987 payroll check, unless prior revocation is made in writing by a thirty (30) day notice to the Board.

TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly dues checkoff for professional dues within ten (10) days following each regular pay period and a listing of the employees for whom deductions were made.

HOLD HARMLESS AGREEMENT

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, and all court costs arising out of the application of the provisions in the agreement between the parties for dues checkoff, except in those cases where one (1) or more party's negligence has given rise to such claims, costs, suits, and court costs.

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ARTICLE 14

Evaluation

All employees covered by this agreement shall have an annual evaluation conference at which time the employee's supervisor will review his/her performance. Any deficiencies noted by the supervisor shall include suggestions for ways to improve same.

The employee will receive a copy of the summary of the conference. A copy of this document will be placed in his/her personnel file. Both parties will sign the document.

The employee shall have the right to file his/her response to annual evaluation and have it placed in his/her personnel file. Such response will be filed within ten (10) days of the conference.

During the year the employee will be given a written copy of any evaluation material to be placed in his/her personnel file. The supervisor and employee shall meet to discuss the contents of such document(s). The supervisor shall suggest methods for improving any deficiences noted in a document. The employee shall be entitled to respond to such document and have it placed in his/her personnel file within ten (10) days.

As part of the annual evaluation, an evaluation by students will be administered at least once during the school year for each employee. The results of the evaluation, including written comments, shall be provided to the instructor in a timely manner. The College will reduce unnecessary duplication of student evaluations.

ARTICLE 15

Grievance Procedure

DEFINITION

A grievance shall be a timely filed, alleged violation, misinterpretation or misapplication of a specific article or section of this collective bargaining agreement.

A grievant is a person, persons or the Association who files a grievance.

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems submitted under this procedure.

PROCEDURE

Step 1 -- An employee with a grievance shall, within ten (10) working days of the occurrence of the alleged violation or within ten (10) working days from the time he/she should have had knowledge of the violation, discuss it with his/her immediate supervisor in an effort to resolve the matter informally.

Step 2 -- If, as the result of the informal discussion with the immediate supervisor, a grievance still exists, the grievant may file a written grievance within five (5) working days after the informal discussion in Step 1, by submitting the same to the appropriate Vice-President. The Vice-President shall advise the grievant of his/her disposition, in writing, within five (5) working days.

Step 3 -- If the grievant is not satisfied with the disposition in Step 2, he/she may submit the written grievance to the Superintendent within five (5) working days after the answer in Step 2. The Superintendent shall advise the grievant of his/her disposition, in writing, within fifteen (15) working days of its receipt.

Step 4 -- If the grievant is not satisfied with the disposition in Step 3, he/she shall notify the Board within five (5) working days from the answer in Step 3 that the grievance will be submitted in Arbitration.

The party requesting arbitration shall notify the American Arbitration Association requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the American Arbitration Association procedures. The arbitrator shall not amend, modify, nullify, add to or delete from the provisions of the agreement.

The decision will be based upon the arbitrator's interpretation of the relevant contract language. The arbitrator's decision will be final and binding upon both parties unless he/she has exceeded the authority listed above. The entire cost of the arbitrator's service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

GENERAL PROVISION

1. The number of days indicated at each level should be considered a maximum. Such limits may be extended by mutual agreement.
2. Any meetings relative to this procedure will be held outside the teaching, assigned and/or other duty hours of the grievant.
3. A grievance not filed within the time limits of any step of the procedure shall be considered resolved on the basis of the last step.
4. Should employer not answer the grievance within the time limits, the grievance will move to the next step.
5. In the event a grievance is filed at such a time that it cannot be proceeded through all steps of the procedure by the end of the school year, at the option of either party, the parties will attempt to resolve the grievance during the summer. Unresolved grievances will be considered at the beginning of the new school year.
6. All documents involved in the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any grievant.
7. A grievant, at his/her option, may have an Association representative with him/her at any step of the procedure.
8. A copy of each written grievance and disposition at each step shall be furnished to the grievant, employer and Association.

ARTICLE 16

Duration and Signature

This agreement shall be effective from August 31, 1987, to August 26, 1988.

Any increase in wages or contribution to the insurance by the Board shall be effective in the first pay period of September.

This agreement shall not be extended orally, but only by material written agreement of the parties.

For the Board:

By Robert L. Kirchner
President

By
Chief Negotiator

11/30/87
Date

For the Association:

By
President

By
Chief Negotiator

11 30 87
Date

Agreement

between the

SOUTHWESTERN COMMUNITY COLLEGE

BOARD OF DIRECTORS

and the

SOUTHWESTERN COMMUNITY COLLEGE

EDUCATION ASSOCIATION

for

1986-1987

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AGREEMENT

between the

SOUTHWESTERN COMMUNITY COLLEGE BOARD OF DIRECTORS

and the

SOUTHWESTERN COMMUNITY COLLEGE EDUCATION ASSOCIATION

for 1986-87

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ARTICLE I

RECOGNITION

****

A. Unit

The Board hereby recognizes the Southwestern Community College Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument, Case No. 309, issued by the PERB on the 5th day of December 1975.

The unit described in the above certification is as follows:

Included
All professional personnel employed by Southwestern Community College including, but not limited to Career and College Parallel instructors, librarians, and counselors.

Excluded
Superintendent/President, Associate Superintendent/Vice-President, Dean, Directors, adjunct faculty, other persons excluded by Section 4 of the Act and all other employees.

B. Definitions

"Board" or "Board of Directors" means the Board of Directors of the Area XIV Merged Area Community College or its duly authorized agents or representatives.

"Association" means the Southwestern Community College Education Association or its duly authorized agents or representatives.

"Employee" or "Faculty" or "instructor" means any person represented by the Association for purposes of collective bargaining as certified and defined by the Public Employment Relations Board.

P.E.R.B. - Public Employment Relations Board

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ARTICLE II

PROCEDURES FOR NEGOTIATIONS

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A. Mutual Commitment to Negotiations

Both parties agree to meet regularly at reasonable times and places to negotiate in accordance with Chapter 20 of the Iowa Code. Articles tentatively approved shall be initialed by the chief spokesman of each party, dated, and set aside subject to ratification of the Agreement.

B. Requests for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association to initiate negotiations shall be made in writing to the President of the Board or to his designated representative by December 1 of the year preceding the effective date of the contract. Requests from the Board shall be made in writing to the President of the Association or his designated representative within ten (10) days from the receipt of the Association proposals. No new proposals shall be made by either party unless mutually agreeable to both parties.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party. The parties mutually pledge that the representatives will possess all necessary power and authority to make proposals, counterproposals, and tentative agreements on items being negotiated, subject to ratification by both parties. The size of negotiation teams shall be a minimum of three members and a maximum of seven members.

D. Access to Information

The Board agrees to furnish the Association information as requested for bargaining as mandated by the Public Information Law of the State of Iowa.

ARTICLE III

USE OF FACILITIES

A. Use of Facilities

The Association upon request may use College facilities and equipment, so long as such does not interfere with the normal operation of the College. All supplies used by the Association must be reimbursed to the College.

B. Association Notices and Mail Service

The Association may post notices of its activities on the faculty bulletin board only. The Association may use the intracampus mail service and instructor mail boxes for Association communications to members of the Association.

C. Copies of Agreement

Copies of this agreement shall be printed at the College within a reasonable period of time after the agreement is signed and presented to the Board and Association. All costs of printing shall be split on a 50/50 basis.

D. Lounge

An appropriately furnished room shall be reserved for use of the employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge, it shall be regularly cleaned by the schools custodial staff.

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ARTICLE IV

EVALUATION PROCEDURE

* * *

A. Preamble

The purpose of any evaluation procedures utilized by the College shall be for the improvement of instruction and the learning environment.

B. Evaluation Procedure

Within two (2) weeks after the beginning of the school year or new assignment, the appropriate supervisor shall acquaint each employee with the evaluation procedure. No evaluation shall take place before the beginning of the third week or after the end of the fourteenth week of a semester. The guidelines of the evaluation should be clear and a written copy should be given to all employees.

Probationary employees shall be evaluated at least once each semester for the first year and upon the discretion of the appropriate supervisor at least once the second year. These employees should be closely monitored by a supervisor or person designated by the supervisor. The evaluator must be in the work assignment area for at least thirty minutes each time a probationary employee is being formally evaluated. Nothing in this article is to be construed as precluding evaluation of employees by other means as deemed appropriate by the employer.

A written copy of any evaluation shall be given to the employee and shall be signed by both the employee and the evaluator. The employee's signature shall indicate their awareness of the evaluation contents. A conference between the employee and the evaluator to discuss the results shall be held within ten (10) school days of the formal evaluation if the parties involved are physically able.

If an employee disagrees with any written evaluation after the post-evaluation conference, the employee may put the objections in writing and have them attached to the evaluation report within ten (10) school days from the date of the conference.

One copy of any written evaluation and any responses shall be placed in the employee's personnel file. One copy will be retained by the employee. Evaluative material will be removed from an employee's personnel file upon termination from the College unless such employee is pursuing any grievance and/or legal proceeding against the College.

ARTICLE V

PROFESSIONAL DEVELOPMENT IN-SERVICE TRAINING

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At the start of each school year, each employee shall be credited with six (6) days, other than those required by the administration, as professional development days. Prior to approval an appropriate substitute instructor must be secured for any leave exceeding three (3) days. Any additional days during any one semester or summer session must be approved by the Director and the Superintendent/President. The request should be made through regular channels as per College policy. Professional development days shall be used for:

1. Visitation of other instructional programs.
2. Conferences, workshops, work experience, seminars, or manufacturers' service schools.
3. Meetings of professional associations.
4. Department of Public Instruction meetings.

The College will provide one professional journal per program or teaching area, which relates directly to areas of specialization. The College will not pay for included membership to professional organizations. Expenses incurred must be included as a part of the departmental budget as approved.

ARTICLE VI

GRIEVANCE PROCEDURE

****

A. Definition

A grievance is defined as a complaint by an employee or group of employees, in which there is an alleged violation, misinterpretation, or inequitable application of this contract.

B. Procedure

Step 1. Within ten (10) working days of the occurrence of the alleged violation, or within ten (10) days of the date he/she was made aware of the alleged violation, the grievant must orally present the complaint to his/her immediate supervisor in an effort to resolve the matter informally.

Step 2. If, as a result of the informal discussion, a grievance still exists, the grievant, or his/her appointed representative of the Association may file a written grievance within five (5) working days after the informal discussion in Step 1, by submitting the Grievance Report Form in Appendix C to the Supervisor. The Supervisor shall advise the grievant of his/her disposition on the Grievance Report Form within five (5) working days.

Step 3. If the grievance is not settled with the disposition in Step 2, it may be appealed by submitting the Grievance Report Form to the Superintendent/President within seven (7) working days after the answer in Step 2. The Superintendent/President shall respond within seven (7) days on the Grievance Report Form.

Step 4. If the Association is not satisfied with the disposition of the grievance by the Superintendent/President, or if no disposition has been made by the Superintendent/President within the period provided, or if the Association has chosen to submit the grievance to arbitration, the grievance shall be submitted within ten (10) working days for arbitration.

Within three (3) working days after notification by the Association to submit the grievance to arbitration, the Superintendent/President and the Association shall submit to each other in writing the names of five (5) arbitrators for consideration and selection of one arbitrator agreeable to both parties.

If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the moving party shall request, in writing, a list of arbitrators from the American Arbitration Association, with a copy for the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. The Superintendent/President and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party except that the arbitrator may rule on the admissibility of essential evidence. Both parties agree that the award of the arbitrator shall be final and binding.

Southwestern Community College and the Association shall share equally the fees and expenses of the arbitrator.

The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the Superintendent/President shall use his best effort to process such grievance prior to the end of the school term, or as soon thereafter as possible.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.

C. General Provisions

The above time limits may be extended by mutual agreement. However, if mutual agreement regarding time changes cannot be reached, both parties are required to furnish representatives in order that scheduled meetings take place.

Scheduled meetings in the grievance procedure will be between 8:00 a.m. and 5:00 p.m. on a scheduled work day.

ARTICLE VII

VACATION

……

The Board shall provide any employee who is contracted to work for a full twelve month, or a 365 day period, with a paid vacation. Employees will be granted ten (10) days vacation for the first and second year, fifteen (15) days for the third and fourth year, and twenty (20) days beginning the fifth year of service, said vacation not to be taken consecutively unless approved by the immediate Supervisor and the Superintendent/President.

Vacation days shall not be accumulated for the purpose of additional or bonus pay, except in the case of resignation or termination. In the case of resignation or termination an employee will not be eligible for each payment except for the number of days earned on a prorated basis on the current one-year employment contract of the individual concerned.

All vacation time earned in the previous twelve month, or 365 day contracted period, must be used by December 31, of the following contract period, or it is lost without pay.

Any employee who is terminated or released from his/her contract upon his request in the course of a contract period, will receive time preceding the date of termination, or agreed upon resignation, or the cash value of the employee's salary prorated for the portion of that contracted year worked by the employee.

ARTICLE VIII

LEAVE POLICIES

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A. Sick Leave and Critical Illness in Immediate Family

Each employee will be granted a leave of absence for personal illness or injury with full pay because such illness or injury necessitated absence from the College. Such personal illness or injury under this policy shall include the employee, spouse, and the employee's children.

At the beginning of each school year employees shall be credited with sick leave at the rate of:

1. The first year of employment, ten (10) days.
2. The second year of employment, eleven (11) days.
3. The third year of employment, twelve (12) days.
4. The fourth year of employment, thirteen (13) days.
5. The fifth year of employment, fourteen (14) days.
6. The sixth, and subsequent years of employment, fifteen (15) days.

The unused portion of the allowance shall accumulate to a maximum of ninety (90) days.

Sick leave may not be accumulated for pay upon termination of employment at SWCC or in anticipation of such termination.

EMPLOYEES ON AN EXTENDED CONTRACT SHALL BE CREDITED WITH TWO ADDITIONAL DAYS OF SICK LEAVE OVER AND ABOVE THOSE CREDITED IN EACH STEP OF THE SCHEDULE.

The College reserves the right at any time during an extended illness to require a medical certification of illness or disability from the employee's attending physician or a physician retained by the employer.

In the event of the death in the employee's or spouse's immediate family, personnel of Southwestern Community College will be granted up to five (5) days of absence with full pay. Immediate family shall mean spouse, brother, sister, father, mother, and/or children. In the event of the death of a grandparent or grandchild of the employee or the employee's spouse, only up to three (3) of the above five (5) days may be granted. Other bereavement leaves may be granted. Leaves granted in this paragraph shall be charged against the yearly sick leave days granted and shall not accumulate from year to year.

B. Personal Reasons

A leave of absence for personal reasons up to two (2) days per year with pay may be granted with the approval of the Director or his/her designee. Such leaves must be for activities which cannot be taken care of in the normal time away from work. Requests for such leave will normally not be considered for the day before and the day after holidays or vacations.

Requests for approval of such leaves must be submitted to the Director at least two (2) days in advance of the day requested, except in the case of an emergency. In the case of an emergency the employee will submit a leave request for approval on the day he/she returns to work.

ARTICLE IX

WORK YEAR

……

The in-school work year for regularly contracted employees will be contracted on a 9, 10, 11, or 12 month basis, and the work days for instructional duties shall be counted on the basis of no more than 5 consecutive days of work followed by 2 consecutive days off in a 7 day period for the specific months of contracted service.

Attendance by employees performing instructional or media duties shall not be required whenever student attendance is not required, except for two planning days.

ARTICLE X

LESS THAN FULL-TIME FACULTY

****

Less than full-time faculty, teaching twelve (12) or more credit hours or twenty (20)or more contact hours shall be located on the salary schedule in accordance with their training and experience and shall receive salary on a pro-rated basis.

Less than full-time faculty shall receive all fringe benefits as stated in this agreement on a pro-rated basis.

ARTICLE XI

STAFF REDUCTION

……

Whenever it is necessary to reduce the size of the professional staff, the Board will keep the most qualified employee. Any reduction in staff shall proceed in the following order when applicable:

1. Adjunct employees.
2. Full-time employees based on qualifications and seniority, providing a program is not eliminated. When a leave of absence is involuntary on the part of the employee, the following points shall be followed:
    a. Such a leave of absence shall begin at the end of the employee's contract in force at the time of notice of such leave.

    b. An employee placed on involuntary leave of absence must first be notified prior to April 1.

    c. Employees on leave shall be recalled based upon qualification and seniority. This must occur within twenty-four (24) months after the expiration of the present contract providing those reasons for reduction have been corrected. The employee may extend for twelve (12) months health, dental, and life insurance coverage at the employee's expense. Recall notices will be sent via U.S. mail return receipt requested.

    d. If the employee on involuntary leave of absence does not answer the recall notice after fifteen (15) days from the mailing date, it is assumed that the employee has resigned.

    e. No employee may be hired to perform duties that an employee on involuntary leave of absence is qualified to perform or for which he/she can become temporarily certified. However, should part-time work become available it shall be offered to a qualified employee on involuntary leave first. Should he/she refuse such work, the College may hire other employees for such work.

f. Any unit member who is re-employed under the above procedures shall be reinstated with accumulated sick leave which existed at the time of layoff.

ARTICLE XII

PROFESSIONAL LEAVES OF ABSENCE

oooooooooo

Leave for professional purposes is defined as that period of time of not less than one semester nor more than one year an employee may be granted for the purpose of professional advancement. This is a nonrenewable leave. No remuneration will be given to the employee during the period of leave. Appropriate employee fringe benefits may be extended at the option of the employee at the employee's expense. Professional leaves of absence will not count towards salary increases other than the additional hours of credit accrued. The total number of such leaves in any one year shall be such as not to jeopardize the normal operations of the institution or department. To be considered for professional leave, an employee of the institution must make application to the Chief Executive by March 15 for consideration by the Board at its April meeting. Applications submitted after the aforementioned date may be accepted or rejected at the discretion of the Superintendent. An employee on leave during spring term must notify the Chief Executive in writing of his/her plan to return the following year by the first day of April, or the position will be declared vacant.

ARTICLE XIII

SAFETY PROVISIONS

****

The employer shall endeavor to provide and maintain a safe place of employment and agrees to abide as required to local, state, and federal safety regulations. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report such unsafe practices, equipment, or conditions to their immediate supervisor.

The College agrees to provide Comprehensive General Liability Insurance and Errors and Omissions Insurance coverage when legal action is brought against an employee resulting from the performance of assigned duties. The College will provide the employee with the same defense and indemnification as that which is afforded the College.

ARTICLE XIV

SHIFT DIFFERENTIAL

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In the event that an employee is scheduled an evening class, ending after 9:00 p.m., such employee will not be scheduled prior to 9:00 a.m. the following morning.

ARTICLE XV

SUPPLEMENTAL PAY

* * *

A. Extra-Curricular Activities

Supplemental pay for employee participation in extra-curricular activities shall be compensated for as set forth in Appendix A.

B. Expenses of Traveling Employees

Employees of the College who are required to travel in the performance of their duties shall be reimbursed at the rate of 21 c/mile.

The same allowance shall be given for use of employee cars for field trips or other business of the College.

The College shall provide liability insurance protection up to the limits of the insurance policy for employees using personal automobiles.

C. Overload Pay

Employees shall have the right of first refusal for on-campus overload assignments in their respective disciplines. Employees who elect to accept such overload assignments shall be paid for each credit hour taught at a rate of $400 per credit hour.

ARTICLE XVI

FRINGE BENEFITS

* * *

A. Group Hospitalization and Major Medical and D.X.L.

The Board will purchase and contribute 100%, up to $52.72 per month, premium for a single employee insurance program and 100%, up to $98.52 per month, additional toward the premium for an employee with covered dependents.

B. Term Life Insurance Plan

The Board will purchase and pay the cost of a policy with a face value equal to one point seventy-five (1.75) times the employee's annual salary rounded up to the nearest thousand dollars. Additional insurance on the employee, and on his dependents, is available at a low cost as a payroll deduction.

C. Disability Insurance Plan

The Board will purchase and pay te cost of a disability insurance plan for the employee as provided by the College's insurance carrier. The waiting period for such coverage is ninety (90) days.

D. Dental Insurance

The Board will purchase a dental insurance plan for the employee and contribute 100% ($9.94) per month toward the employee cost. An employee with dependents may purchase additional dependent coverage through a payroll deduction.

E. Insurance Adjustment

The Board will give the single employee without dependents 25% of premiums between single and family coverage. The employees shall have the option to apply such differences to a tax-sheltered annuity program, supplemental life insurance, or an increase in salary of that amount.

F. Payroll Deductions

Payroll deductions are available as a service to the employee for Tax Sheltered Annuities, United Fund, Automobile Insurance, Savings Bonds, Dues Checkoff, using the form in Appendix B and for other purposes upon arrangement with the Business Office.

G. General Provisions

The fringe benefits are effective immediately upon employment. However, if an employee's effective date of employment is after the 15th of the month, the insurance benefits are effective the first day of the following month. This is a requirement of the insurance carrier. Additional details regarding any of the insurance plans may be obtained from the Business Office.

Any employee who submits his/her resignation prior to February 1st of any year and who fully performs his/her individual contract shall receive all insurance benefits, at Board expense, until the end of August or until coverage begins at his/her new employment, whichever comes first.

Any employee who submits his/her resignation after February 1st, during any year and/or fails to complete his/her individual contract shall cease to receive any insurance coverage, at Board expense, at the end of the contract period.

If any employee signs a continuing contract for the next employment year and thereafter resigns, the Board shall deduct from his/her pay the insurance premiums paid by the Board for coverage after the performance of the current year's individual contract.

Any employee who is approved for a leave of absence under Article 12 and who performs his/her individual contract, shall receive all insurance coverage up to the beginning of that leave, at Board expense.

Any employee who signs a continuing contract for the following year and who does not resign prior to September 1, shall receive all insurance coverage through August in the preceding year, at Board expense.

ARTICLE XVII

SALARY

A. General Increase

Each employee covered by the agreement will receive the following increase for 1986-87: $200 for nine-month salary.

Employees on less than a 100% contract shall receive a prorated increase.

An employee who fails to sign and return his/her continuing contract by at least the twenty-first day following the delivery date or the date proof of delivery was attempted will not receive any negotiated salary increse for that contract year.

B. Length of Contract

A full-time regular contract is based upon nine (9) months of employment.

Employees on an extended contract shall receive a prorated increase for each additional day of work.

C. Educational Advancement

Employees who earn additional academic credits from an accredited university or college from July 1, 1979, shall have their annual contracted salary adjusted by the following amounts:

Starting Point	Advancement Level	Adjustment
B.S. or Career Ed. Degree	M.A. or Career Ed. with B.S. Degree	$300
M.A. or Career Ed. with B.S. Degree	M.A. +15 or Career Ed. with M.A.	$300
M.A. +15 or Career Ed. with M.A.	M.A. +30	$300
M.A. +30	M.A. +45	$300
M.A. +45	Specialist	$500
Specialist	Doctorate	$800

To be eligible for such dollar adjustment, the following criteria must be met:

1. Credits must be earned after employment in the employee's field or related courses/areas.
2. The employee must successfully complete the course and receive credit from the college or university.
3. New work must be completed and reported to the office of the Superintendent by the faculty member prior to September 1 each year to be eligible for the adjustment during that contract year. The faculty member must insure the official transcripts are forwarded to the same office as soon as possible and payments will begin upon receipt of such transcripts.

D. Starting Salary 1986-87

The minimum starting salary for a new employee in 1986-87 shall be $14,800.

E. Pay Periods

Each employee shall be paid in installments on the 20th of each month. If the 20th falls on a holiday or weekend, the pay period shall be the last previous workday.

ARTICLE XVIII

COMPLIANCE CLAUSES AND DURATION

****

A. General Savings and Separability Clause

Except as otherwise provided by this Agreement, all terms and conditions of employment as provided by the Board of Directors which were in effect March 5, 1976, and which are mandatory subjects for bargaining under Section 9 of the Iowa Public Employment Relations Act shall continue so in effect during the terms of this Agreement.

B. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered mail with return receipt requested to last known address.

1. If by Association, to Board at Southwestern Community College, 1501 West Townline Road Street, Creston, Iowa 50801.
2. If by Board, to Association President as address designated by the Association.

C. Duration Period

This Agreement shall be effective beginning August 1, 1986 and shall continue in force and effect until July 31, 1987.

D. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed thereon, all on the 5th day of August, 1986.

Southwestern Community College
Education Association

BY Robert J. Clark
Its President

BY Robert Dietrich
Its Chief Negotiator

Southwestern Community College
Board of Directors

BY
Its President

BY Michael E. Long
Its Chief Negotiator

APPENDIX A

SUPPLEMENTAL PAY

••••••••

Athletic Director	$1,000.00
Coaching	
Basketball, Men	$1,500.00
Assistant Men's Basketball	$ 600.00
Basketball, Women	$1,500.00
Tennis, Co-Ed	$ 500.00
Baseball	$1,500.00
Softball	$1,500.00
Golf, Co-Ed*	$ 500.00
Volleyball	$ 500.00
Music (Vocal)	$1,500.00
Music (Instrumental)	$1,500.00
Coordinator of Student Center and Activities	$1,000.00
Sponsor of Clubs	$ 50.00

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*This stipend is contingent upon sufficient interest to produce a team.

APPENDIX B

DUES DEDUCTION AUTHORIZATION FORM

******

I hereby request Southwestern Community College to deduct __________________ from my payroll check for ______________________ during the month(s) of ____________________________________

Signed ________________________

Date __________________________

APPENDIX C

GRIEVANCE REPORT FORM

NAME OF GRIEVANT: ______________________________

ARTICLE VIOLATED: ______________________________

DATE OF VIOLATION: ______________________________

DATE OF KNOWLEDGE OF VIOLATION: ______________________________

DATE OF STEP 1: ______________________________

GRIEVANT'S EXPLANATION AND/OR EVIDENCE ATTACHED.

REMEDY SOUGHT: ______________________________

____

DATE SUBMITTED   SIGNATURE OF GRIEVANT/ASSOCIATION REP.

SUPERVISOR'S DISPOSITION   DATE RECEIVED

____

____

SUPERVISOR'S EXPLANATION AND/OR EVIDENCE ATTACHED: ____YES ____NO

DATE RETURNED TO GRIEVANT   SIGNATURE OF SUPERVISOR

APPEAL TO SUPERINTENDENT/PRESIDENT   DATE RECEIVED

GRIEVANT'S EXPLANATION AND/OR EVIDENCE ATTACHED: _____YES _____NO

REMEDY SOUGHT: ______________________________

____

DATE RETURNED TO GRIEVANT   SIGNATURE OF GRIEVANT/ASSOCIATION REP.

SUPERINTENDENT/PRESIDENT'S RESPONSE   DATE RECEIVED

____

SUPERINTENDENT/PRESIDENT'S EXPLANATION AND/OR EVIDENCE ATTACHED: _____YES _____NO

DATE RETURNED TO GRIEVANT   SIGNATURE OF SUPERINTENDENT/PRESIDENT

BARGAINING AGREEMENT

BETWEEN

BOARD OF DIRECTORS OF SOUTHEASTERN COMMUNITY COLLEGE

AND

SOUTHEASTERN COMMUNITY COLLEGE HIGHER EDUCATION ASSOCIATION

July 1, 1987 - June 30, 1988

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A. GRIEVANCE FORM
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DEFINITIONS:

As used in this Collective Bargaining Agreement:

FULL-TIME EMPLOYEE - Any salaried faculty including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director who is under contract for the number of days established by the Board for salary schedule negotiations, with no less than a full-time assignment load will be a full-time employee. This also includes personnel employed after the opening of any academic quarter when the position is indicated as full-time under the above criteria and the position is intended to be continued.

REGULAR PART-TIME SALARIED EMPLOYEE - Any salaried faculty including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director who is under contract for the number of days established by the Board for salary schedule negotiations, with less than a full-time assignment load will be a regular part-time salaried employee. This also includes personnel employed after the opening of any academic quarter when the position is indicated as part-time under the above criteria and the position is intended to be continued.

WORKING DAYS - Any calendar day on which college offices are open excluding Saturdays and Sundays and vacation days as defined in Article 27 Vacations.

1. RECOGNITION

1.1 This Agreement made and entered into between the Board of Directors of Southeastern Community College (Merged Area XVI) organized under the provisions of the Iowa Code, Chapter 280A, hereinafter referred to as the "Board", and the Southeastern Community College Higher Education Association, as organized under provisions of the Iowa Code, Chapter 20, hereinafter referred to as the "Association", an affiliate of the Iowa Higher Education Association, the Iowa State Education Association, and the National Education Association.

1.2 Whereas, the Public Employment Relations Board has certified (Case #373) that the Association represents the bargaining unit composed of all full-time and regular part-time salaried faculty, including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic directo hereinafter referred to as "employee". Excluded are Superintendent, Program Supervisors, school nurses, all part-time hourly faculty, and all other employees excluded by Section 4. of the Public Employment Relations Act.

2. GRIEVANCE PROCEDURE

2.1 DEFINITIONS:

(1) Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a misinterpretation, misapplication, or alleged violation of any provision of this agreement.

(2) Aggrieved Person

An aggrieved person is the person or persons or the Association making the complaint.

2.2 Purpose

The purpose of this procedure is to secure, at the lowest possible grievance level, solutions to grievances which may arise affecting employees.

2.3 Procedure

(1) Time Limits

A grievance must be implemented at Level One within fifteen (15) college open office days from the occurrence of the grievance situation or within fifteen (15) college open office days from the time the grievance might reasonably have been ascertained to have occurred, and no later than fifteen (15) days after the expiration date of this agreement.

(2) Collective Bargaining Agreement Expiration Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of this Collective Bargaining Agreement, and if left unresolved until the beginning of a new Collective Bargaining Agreement, it could result in irreparable harm to the aggrieved or the Association, the time limits set forth herein shall be reduced so that the grievance procedure shall be completed prior to the end of this Collective Bargaining Agreement or within a maximum of thirty (30) calendar days thereafter.

(3) Level One - Immediate Supervisor

An employee with a grievance will first discuss it with his or her immediate supervisor with the objective of resolving the matter informally. The immediate supervisor will reply orally, and also in writing to the aggrieved person if requested by the aggrieved person. This level shall be completed within five (5) college open office days.

(4) Level Two - Campus Director Or Other Appropriate Director

(A) Within two (2) college open office days after completion of Level One, any aggrieved person may invoke the formal grievance procedure with a written statement of the grievance naming the aggrieved employee, stating date of occurrence, stating facts giving rise to the grievance, identifying specific section(s) of this agreement alleged to be misinterpreted or misapplied, stating the contention of the aggrieved employee with respect to the agreement section, indicating the relief requested and signed by the aggrieved employee of the form set forth in Appendix A.

(B) The written statement shall in no way limit the scope of evidence at succeeding levels of this grievance procedure. The grievance form shall be available at each campus. A copy of the completed grievance form shall be delivered to the appropriate director.

(C) The director, after a meeting with the aggrieved and no more than three (3) association representatives, shall indicate his or her disposition of the grievance in writing within five (5) college open office days of the presentation of the formal grievance and shall furnish a copy thereof to the Association President. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) college open office day period, the grievance shall be transmitted to Level Three within two (2) college open office days.

(5) Level Three - Superintendent

(A) The Superintendent and/or his/her designee(s) shall meet with the aggrieved person and no more than four (4) association representatives within five (5) college open office days of receipt of grievance. Within ten (10) college open office days of receipt of the grievance, the Superintendent or his/her designee(s) shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association President.

(B) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee(s), or if no disposition has been made within ten (10) college open office days of receipt of the grievance, the aggrieved person or the Association may transmit the grievance to Level Four.

(6) Level Four - Arbitration

(A) Arbitration may only be invoked with approval of the Association, and in the case of an employee grievance, only with the approval of the employee. Therefore, if the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the time limits, the aggrieved person, in the case of an employee grievance, shall meet with the Association within five (5) college open office days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(B) If the Association in the case of an association grievance, or employee and Association in the case of an employee grievance, determine that the grievance is meritorious, the grievance may be submitted to arbitration, such submission shall be within ten (10) college open office days of the disposition of the grievance at Level Three.

(C) Within ten (10) college open office days after written notice by the Association to the Superintendent of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of three (3) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) college open office days, and the other party shall have one (1) additional college open office day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

(D) The arbitrator so selected shall confer with the representative of the Board and the Association, issue subpoenas, and hold hearings promptly and shall issue the arbitration decision not later than fifteen (15) college open office days from the date of the close of the hearings, or from the date final statements and proofs on the issues are submitted whichever is later. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision over disputes on interpretation and application of this agreement shall not change or amend this agreement's terms, conditions or application or cover issues beyond the terms of this agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(E) The costs of the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, and the subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

2.4 Rights of Employees to Representation

(1) Employee and Association

Any aggrieved person may be represented at all stages, except Level One of the grievance procedure by himself/herself, and/or by a representative of the Association. When an employee is not represented by the Association, at other than Level One, the Association's representatives shall have the right to be present at Levels Two, Three and Four and shall have the right to grieve any adjustments of the employee's complaint if such adjustment is inconsistent or contrary to the provision of this agreement.

(2) Released Time

When it is required by the Board or arbitrator for an aggrieved person or an Association representative to meet with the Board's designees or an arbitrator, regarding a grievance during contracted duty time, the aggrieved person and representative shall be released from regular duties without loss of compensation.

2.5 Miscellaneous

(1) Group Grievance

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of the grievance shall commence at the lowest level deemed appropriate by either one of the two parties. The Association may process such a grievance through the appropriate grievance procedure levels.

(2) Written Decisions

Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly by hand delivery or regular mail to the Association President, and in the case of an individual employee grievance, also to said employee.

(3) Meetings and Hearings

All meetings and hearing under this procedure shall be conducted in closed session and shall include only witnesses, aggrieved, and their designated or selected representative heretofore referred to in this Article.

3. DUES CHECKOFF

3.1 Authorization

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Financial Services Director on or before October 15, a request authorizing payroll deduction of association membership dues. The form of the request shall be set forth in Appendix B.

3.2 Regular Deduction

Pursuant to the Association membership dues checkoff request, the Board shall deduct one-twelfth (1/12) of total Association membership dues from the regular salary check of the employee each month for twelve (12) months, beginning with the October payroll check an ending with the September payroll check.

Employees leaving the college's employment prior to September payroll deductions shall have the balance of their yearly dues commitment deducted from their last payroll check.

3.3 Duration

Such authorization shall continue in effect from year to year unless prior revocation is made in writing by a thirty (30) day notice to the Financial Services Director. The Financial Services Director shall immediately notify the Association of any revocation.

3.4 Transmission of Dues

The Board shall transmit to the Association, the total monthly Association membership dues checkoff within three (3) days following the regular board meeting after each regular pay period and a listing of the employees for whom deductions were made.

3.5 In the event there is a change in any continuing member's total membership dues, notification will be given by the Association Treasurer to the Financial Services Director on or before October 15 of any college year.

3.6 Hold Harmless Agreement

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or any other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for Association membership dues checkoff.

4. HEALTH

4.1 In order to attempt to assure the physical and mental fitness of employees, the following requirements are established:

4.2 New employees, at the discretion of the Superintendent, may be required to present an Iowa Licensed Physician's statement certifying the new employees' physical and mental fitness to effectively carry out contractual responsibilities. Cost shall be borne by the new employee.

4.3 The Supervising Director may require an Iowa Licensed Medical Physician's statement certifying an employee's physical and mental fitness to effectively carry out contractual responsibilities when in the Supervising Director's judgment, such an examination is relevant to an employee's performance status. If this statement is not filed with the Superintendent within a reasonable time of the request by the Supervising Director, the employee shall be suspended from duties with loss of pay. The employee shall select an appropriately qualified examining Iowa Licensed Medical Physician, and the Board shall pay the cost of the examination.

4.4 The Board and the Association agree that properly ventilated instructional areas are desirable. Therefore, the Board agrees that reasonable effort will be made to maintain ventilating equipment for instructional areas in optimum working condition. Further, the Board agrees to make reasonable efforts to improve ventilation in those instructional areas where temperatures exceed 85 degrees farenheit when employees are present.

5. SAFETY

5.1 In an attempt to assure the safety of employees in facilities under control of the Board, the following are established:

(1) The Board will make reasonable effort to maintain safe working conditions for employees, and the Association will encourage employees to work in a safe manner. Employees, while performing assigned duties, shall be alert within reason to unsafe practices, equipment, and conditions and shall promptly report such to their immediate supervisor. Each employee has a responsibility for his/her own safety, an obligation to know safety rules and practices as promulgated by the Board, and a joint responsibility for maintaining safety practices of students. In case of emergency, no employee shall be required or expected to act in other than a reasonable manner in providing any first aid or other emergency assistance.

(2) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

(3) A seven (7) member safety committee shall be formed. This committee shall consist of three (3) members of the certified employee bargaining unit, appointed by the Association President, and four (4) other members, appointed by the Superintendent, of which a maximum of three (3) shall be Administrators and/or Supervisors. The committee shall elect the chairperson. The safety committee shall hold meetings once per semester and at such other times as may be agreed to by the committee.

(4) The functions of the safety committee shall be to advise the administration concerning safety matters. In discharge of this function, the safety committee shall consider existing practices and rules relating to safety, recommend necessary changes in the practices and rules, and recommend adoption of new safety practices and rules. Written recommendations with respect to unsafe conditions or other safety recommendations shall be presented to the Superintendent.

(5) When required by administrative policy, the following items of safety equipment will be furnished by the Board at no cost to the employee so affected:

1. Safety glasses or goggles (non-prescription)-one set annually
2. Protective head gear - replace when damaged
3. Protective foot gear - one pair annually
4. Protective gloves - replace when worn out
5. Other protective clothing as required-reasonable use limits.

Any of the above items acquired using college funds shall only be used by the employee while engaged in contracted college duties.

6. EVALUATION PROCEDURES

6.1 Annual Evaluations

The annual evaluation procedures shall be used to monitor staff performance on a scheduled basis. As such, they are intended to provide an indication of possible individual staff strengths and weaknesses.

(1) General Procedures

(A) The Administration of all evaluative instruments is to be done under the direction of the Personnel Officer. As great a degree of uniformity as possible will be observed between campuses and on the individual campus in administering the student evaluation instrument.

(B) Completed evaluative instruments are to be treated as confidential information available only to those people involved in the evaluative process and those clearly identified by the supervising administrator as having a need for said information in the performance of his/her official duties.

(C) Evaluative instruments will be number coded for identification purposes, whenever practical, thus safeguarding the identification of individual employee ratings to the greatest degree possible. Personnel having access to any such information will be thoroughly apprised on the confidentiality of such information.

(D) Employees who are in their first two years of employment with S.C.C. will be evaluated no less than once per year during the first two years of employment. Employees who have been in continuous employment with S.C.C. more than two years will be evaluated no less than once every three years.

(2) Specific Procedures For Evaluation

(A) Student Evaluation

1. Instruments are to be administered sometime during the 7th through 9th weeks of instruction of the Fall Semester. Variations in the evaluation schedule may be made for those classes which will not be conducted on campus at the time other classroom evaluations are scheduled.

2. At least one week in advance of the time of administering the student evaluation instrument, the Personnel Officer will provide the employee with a written statement of the date, time and classes to which the instrument will be administered. If said schedule conflicts with planned classroom activities, the employee will immediately so

inform the Personnel Officer and a mutually agreed to revision will be made.

3. The student evaluation instrument will be administered by the supervising director or a designee thereof. In no case will the employee being evaluated administer the student evaluation instrument.

4. Summaries of the results of student evaluation responses will be distributed by the Personnel Officer within five days of his/her receipt of the summaries from the computer office to the following persons:

   (1) One copy given to the employee
   (2) One copy to the immediate supervisor
   (3) One copy to the Personnel Officer for inclusion in the employee's personnel file.

5. Technical service librarians and media coordinators shall be excluded from student evaluation.

(B) Peer Evaluation

1. Each employee to be evaluated will nominate five peers to evaluate himself/herself. Selection may be on a campus or institutional wide basis. The employee's immediate supervisor will nominate five employee peers from the employee's primary campus location. These nominations (both employee and administrator) will be given to the Personnel Officer no later than October 1 of each year. The Personnel Officer will choose three peers from the employee's list and two from the administrator's list to perform the peer evaluation.

2. Instruments are to be administered sometime between December 1 and December 20 each year.

3. The Personnel Officer will distribute to each evaluator in an unsealed envelope labeled with said evaluator's name: (a) a printed statement outlining the general conditions of evaluation and procedure for performing the same, (b) a peer evaluation instrument containing the name of each employee to be evaluated by the designated evaluator, and (c) a plain return envelope.

4. Upon completion of all evaluation instruments, the evaluator will place same in the plain envelope, seal the envelope and return it to the Personnel Officer.

5. Summaries of the results of the peer evaluation responses will be distributed by the Personnel Officer within five days of his/her receipt of the summaries from the computer office to the following persons:

(1) One copy given to the employee
(2) One copy to the immediate supervisor
(3) One copy to the Personnel Officer for inclusion in the employee's personnel file.

(C) Self Evaluation

1. Those selected for evaluation will be provided with the self-evaluation form sometime during the 7th through the 9th week of classes of the fall semester. The forms will be returned to the Personnel Office in a prompt manner.

2. The self-evaluation results will be discussed with the individual employee as part of the total evaluation package.

3. At the conclusion of the evaluation conference, all copies of the self-evaluation form will be returned to the employee and in no way retained as a part of any records.

(D) Administrative Evaluation

1. Instructors to be evaluated will be evaluated by their immediate Supervising Director and/or his/her designee.

2. Prior to February 1 of each academic year, the supervising director and/or his/her designee will have a conference with each individual employee evaluated. Results of the student, self, peer and administrative evaluations will be used as a basis for discussion during the administrative/employee conference.

6.2 Procedures For Other Than Annual Evaluations (Supplemental)

(1) Where the formal evaluation procedures indicate above standard or below standard performance concerns that may require more detailed evaluation or where employee performance indicates immediate evaluation procedures are desirable, then the supervising director and/or his/her designee may evaluate the employee by:

(A) Classroom and/or other work station visitations.

(B) Determination of the employee's adherence to contract terms.

(C) Collecting, evaluating and substantiating information from students, peers, and administrators responsible for delegated duties.

(D) Conferences with the employee.

(E) Other appropriate evaluation procedures.

(2) Prior to the implementation of supplemental evaluation procedures, the director and/or his/her designee will give the employee written notice of:

(A) The reason for supplemental evaluation.

(B) The date from which supplemental evaluation procedures will be in effect.

(C) The period of time over which supplemental evaluation may take place.

(D) The supplemental evaluation procedures listed in 6.2(1) to be used and the method of their implementation.

(3) The employee shall have the right to request and receive supplemental evaluations related to specific areas of concern which were documented by the evaluator during annual or supplemental evaluation conferences. Such requests shall be made in writing to the supervising director, and identify the performance area in which supplemental evaluation is requested.

(4) The results of any such evaluation will be put in writing by the supervising director and/or his/her designee and reviewed with the employee within ten (10) college open office days of the completion of evaluation or evaluations and a copy of same shall be made available to the employee. The written comments shall include recommendations for improvement of the employee's performance and/or commendations.

6.3 Retention And Disposal Of Evaluations

(1) Student and peer evaluation summary forms, administrative evaluations and written comments, and supplemental evaluations and written comments will be filed in the employee's personnel file located in the Personnel Office.

(2) The employee shall have the right to include his/her written comments related to evaluative information located in his/her personnel file.

(3) Availability of Records. The employee shall have access to the evaluation records in his/her personnel file during hours when the custodian of the records is available for supervision. The custodian shall make access available in a reasonable and timely manner.

(4) The supervising director and/or his/her designee may retain a duplicate evaluation file until after completion of the next annual evaluation conference or until matters related to supplemental evaluation are completed, at which time, they shall be destroyed in a manner insuring confidentiality.

(5) When results of any evaluation for a given year, or employee comments thereon, are retained in his/her personnel file, the other evaluations and/or employee comments for that year also shall be retained.

(6) Data collection forms may be disposed of after review of the summary sheet with the employee.

7. SENIORITY

7.1 A seniority list has been established for employees. This list shall be updated as of June 30th of each year or at such time as is appropriate to break a tie. The seniority list as developed becomes a part of this agreement.

7.2 Credit

(1) Credit shall be given for each year of whole or prorated employment.

(2) A whole year of employment is when an employee is under a contract for duty for the number of days considered as full-time for that particular year. Prorated employment is when an employee is under a contract for the number of days considered full-time for that particular year, however, seniority is calculated at a percentage full-time load as indicated in the employment contract. No more than one (1) year credit will be given for any employment contract.

7.3 Ranking of New Employees

(1) The signing date of the contract by the employee will define seniority ranking for new employees only.

(2) If the signing date creates a tie, then the tie will be decided by lot as follows:

(3) Slips of paper with names of employees tied for a seniority rank shall be placed in a container by the Personnel Director.

(4) The SCCHEA President shall draw the slips from the container.

(5) The first drawn slip shall receive the priority seniority rank. The drawing shall continue with successive draws determining the priority seniority rank.

7.4 Ranking Of Present Employees

(1) Present employees shall accumulate credit for the year prior to this agreement as described in 7.2(1) and 7.2(2) which accumulation will be added to the credit indicated on the prior year seniority list and then would become the seniority list covered by this agreement. If this upward move in credit creates a tie, the employee moving up to create the tie will be ranked lower than the employee who first obtained the higher rank.

(2) Seniority as defined herein shall apply only to this agreement and only when so stipulated in a particular clause of this agreement.

7.5 Reassignment To Bargaining Unit

(1) An employee leaving a bargaining unit position to assume another college staff position shall only lose bargaining unit seniority after five (5) years in a non bargaining unit position. After five years, all seniority shall be lost.

(2) An employee returning to a bargaining unit position from another college staff position within five (5) years will maintain the same credit as that held when he left the bargaining unit position, plus the seniority which would have been earned if the employee had remained in a bargaining unit position. However, a returning employee shall have the lowest rank of all bargaining unit employees with the same credit.

(3) An employee returning to a bargaining unit position after five (5) years shall be ranked in the same manner as a new employee.

(4) Any presently employed or newly employed college staff never having been in a bargaining unit position and then assigned to a bargaining unit position will be ranked in the same manner as the new employee except that:

John Cavanah
Marylee Dickson
Phyllis Harrell
Arlyn Musselman
Donald Elliott

if reassigned to a bargaining unit position shall be placed on the seniority list with the same credit amount as a bargaining unit member with comparable length of service with the college, however, the reassigned administrator or supervisor will be ranked lower than the employee with the same credit.

8. PROCEDURES FOR STAFF REDUCTION

8.1 Personnel retrenchment shall be defined as staff reduction in any discipline, program, service area, or combination of same based upon economically motivated consideration which may include, but not necessarily be limited to:

1. Insufficient funds
2. Changing enrollment
3. Efficiency in operations.

8.2 The administration, prior to making a recommendation for staff reduction in any discipline, program, service area or combination of same, will consider the following factors:

1. Needs of the curricular offering and/or services
2. Student/staff ratios
3. Enrollment data
4. Appropriate financial information
5. Any other information deemed by the administration to be pertinent.

8.3 Part-time hourly positions will be eliminated within a discipline, program or service area in which retrenchment is to be made before full-time positions are retrenched. Within a given discipline, program, service area, or combination of same, the employee to be retrenched shall be the least senior employee who is certified and approved to perform the assignment contemplated no later than March 15 for the subsequent school year.

8.4 The administration recommendation for personnel retrenchment shall be presented to the Board. Personnel affected by a retrenchment action will be terminated in accordance with Section 279.15 of the Code Of Iowa or compatible with terms specified within their individual contracts. Notice to the individual shall be a short and plain written statement of the reasons for his/her retrenchment which shall be based upon economically motivated considerations and determined under the procedures of 8.1-8.3 above.

8.5 An employee terminated due to personnel retrenchment shall have priority, as defined in the seniority provision of this agreement, for employment with the college in a position he/she is qualified for by state certification and approval. The Board's obligation to the terminated employee for priority in employment terminates under any one of the following:

1. Two years elapse from date of termination action.
2. The terminated employee's certification lapses.
3. The terminated employee waives in writing his/her right to priority in employment.
4. The terminated employee does not accept a contract for employment extended by the Board when, by state certification and approval, the terminated employee is qualified and the contract is full-time or the same proration of full-time as under the terminated contract.

8.6 The Board shall notify each retrenched employee for a period of two years from termination action of all full-time or regular part-time salaried vacancies for which the retrenched employee is qualified as indicated by state certification and/or approval on file with the Personnel Director and which is covered by the SCCHEA Public Employment Relations Board certification. This notification shall be in writing and mailed to the address on file with the Personnel Director.

8.7 The retrenched employee who is reemployed by the Board within two years following retrenchment action shall retain all rights, benefits, and salary classification which the employee enjoyed at the time of retrenchment, unless modified by succeeding Collective Bargaining Agreements.

9. TRANSFER PROCEDURES

9.1 Definition

The change of an employee's primary campus of operation to a different campus shall be considered a transfer.

9.2 Notification Of Vacancies (Voluntary Transfers)

As positions become available, they will be posted.

9.3 Filing Requests (Voluntary Transfers)

Procedure

(A) Employees who desire to transfer to another campus shall file a written statement to that effect to the Assistant to the Superintendent. The written request shall clearly state the campus to which the employee desires to transfer.

(B) When an opening occurs at the campus requested for which the employee is certified, endorsed, and approved, the employee shall be notified.

(C) Requests for transfer to another campus must be filed with the Assistant to the Superintendent prior to posting of the notice of the job opening.

9.4 Notice

Notice of transfer shall be given in writing to employees as soon as practical and in no case later than March fifteenth (15th) of the year covered by this Agreement.

9.5 Transfer Decision Procedures (Involuntary Transfer)

The administration, in making a decision related to the involuntary transfer of personnel, will consider the following factors:

1. Employee's state certification and approval
2. Major and minor fields of study
3. Length of service at a particular campus
4. Instructional needs
5. Employee's welfare

9.6 Employment Status Procedure

The transfer of an employee shall not change the application of employment status in regard to placement on the salary schedule, fringe benefits, seniority, and accumulated benefits.

10. IN-SERVICE TRAINING

10.1 An institutional in-service training committee shall be established. The committee shall consist of six (6) members, of which three shall be members of the Certified Employee Bargaining Unit and appointed by the Association President and three shall be appointed by the Superintendent.

10.2 The committee shall elect a chairperson and a secretary. Of these two officers, one shall be a member appointed by the Association and the other shall be a member appointed by the Superintendent.

10.3 The in-service training committee shall hold meetings once per semester or at such other times as may be agreed to by the committee.

10.4 The purpose of the committee shall be to make recommendations to the administration on the structure and content of the institution-wide in-service training program. The committee chairperson shall forward such recommendations to the Superintendent and to the Association President.

11. PERSONAL ILLNESS OR INJURY LEAVE

11.1 Full-time Employees (170/186 days)

(1) As of the starting date of their contract, full-time employees shall be granted leave of absence for personal illness or injury with full-paid days and half-paid days in accordance with the following minimum amounts:

1st year of employment - 11 days plus 11 days at half pay
2nd year of employment - 12 days plus 12 days at half pay
3rd year of employment - 13 days plus 13 days at half pay
4th year of employment - 14 days plus 14 days at half pay
Each successive year - 15 days plus 15 days at half pay

(2) Unused days shall be cumulative to a total of 110/120 days plus 110/120 days at half pay. The above amounts shall apply only to continuous years of employment with Southeastern Community College.

Employees (currently 170 days) having accumulated more than 110 days of leave (full or half paid) as of June 30, 1983 shall only have that accumulation reduced when they use more leave in a year than granted at the beginning of that year. The reduction in accumulation shall be the difference between days granted and days used.

Employees (currently 186 days) having accumulated more than 110 days of leave (full or half paid) as of June 30, 1983 shall only have that accumulation reduced when they use more leave in a year than granted at the beginning of that year, with the reduction in accumulation the difference being days granted and days used. Days granted in excess of days used shall be added to the accumulation until the maximum of 120 days is reached.

11.2 Extended Contracts (170/186)

(1) If an employee is on an extended contract, he/she shall be entitled to additional full and additional half day paid personal illness or injury leave in accordance with the following:

1st year of employment - for each 17 days beyond the regular contract - 1 day plus 1 day at half pay
2nd year of employment - for each 16 days beyond the regular contract - 1 day plus 1 day at half pay
3rd year of employment - for each 15 days beyond the regular contract - 1 day plus 1 day at half pay
4th year of employment - for each 14 days beyond the regular contract - 1 day plus 1 day at half pay
Each successive year - for each 13 days beyond the regular contract - 1 day plus 1 day at half pay

(2) Unused days shall be cumulative and added to cumulative days as stated in Section 11.1, including exceptions, up to a total of 110/120 days plus 110/120 days at half pay. The above amounts shall apply to continuous years of employment with Southeastern Community College.

(3) If the employee is on an extended contract, after he/she has accumulated 110/120 days at full pay or 110/120 days at half pay, the full and half days granted under the extended portion of the contract shall continue to accumulate up to a total of 128/140 days at full pay and 128/140 days at half pay.

Employees (currently 170 days) having accumulated more than 110 days of leave (full or half paid) as of June 30, 1983 shall only have that accumulation reduced when they use more leave in a year than granted at the beginning of the year. The reduction in accumulation shall be the difference between days granted and days used.

Employees (currently 186 days) having accumulated more than 110 days of leave (full or half paid) as of June 30, 1983 shall only have that accumulation reduced when they use more leave in a year than granted at the beginning of that year, with the reduction in accumulation the difference being days granted and days used. Days granted in excess of days used shall be added to the accumulation until the maximum of 140 days is reached.

11.3 Regular Part-time Salaried Employees

Regular part-time salaried employees will earn personal illness and injury days in direct proportion to the prorated assignment, as designated on the signed contract, and calculated to the nearest whole day for whole days and nearest half day for half days. Proration shall be based upon the schedule as established in sections 11.1 and 11.2 above.

11.4 Late Starting Contracts

(1) If an employee's assignment is such that his/her contract starts other than July 1 or the opening date of employment for the regular academic year, said employee will, for the remaining term of that contract, be granted one day of paid leave per seventeen (17) contracted duty days as well as a like number of days of leave at half pay. These earned days of leave will be in direct proportion to the prorated assignment in the case of regular part-time salaried employees.

(2) This amount of illness and injury leave will become available as a cumulative total on the starting duty day of the contract. Any unused amount will be credited to the employee for future use, so long as the employee continues service with the institution. Such cumulative total shall not exceed the maximum allowed.

11.5 Notification Of Supervisor

Whenever possible, the employee shall notify his supervisor prior to an illness absence regarding the date of commencement, reason and duration of leave.

11.6 Requirement For Physician's Report

The Superintendent may require an Iowa Licensed Medical Physician's report certifying the reason and necessity for the absence or the continued absence, the probable length of time for recuperation before resumption of duties, and physical and mental fitness to assume temporary assignments, and any other matters relating to the employment. In the case of a physical report, the Board will reimburse the employee for a physician's services up to $20.00. The Board will pay the total cost of a mental report. If the Superintendent requires a reexamination and report by a physician other than the employee's physician, the cost of such reexamination and report will be paid by the college.

11.7 Nonpaid Sick Leave

When the accumulated paid illness and injury leave is exhausted, the employee will continue on such leave without pay until the Superintendent determines, through a physician's report, the ability of the employee to assume either a temporary assignment, if available, or return to the regular assignment.

11.8 Pregnancy And Childbearing

Absence or leave due to employee's pregnancy and childbearing will be processed as a personal illness or injury leave at the option of the employee.

11.9 Notification Of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days with the first pay check under his/her contract.

11.10 Supplemental Only To Other Insurance Coverage

In no case shall the employer payment under this personal illness or injury leave be more than the employee's per diem salary. This leave payment shall only supplement a Workmen's Compensation Insurance, Long Term Disability Insurance or combination benefit up to the per diem salary. To supplement the insurance benefit(s), the illness or injury leave accumulation shall be used to the nearest one-half full-paid day or one-half day at half pay that will pay the per diem salary in full.

11.11 Any payment of accumulated Personal Illness or Injury leave authorized by legislative enactment to be paid to the employee upon termination of employment, shall be no more than the minimum amount required for accumulation by 279.40 Code of Iowa, and further, shall not include the one-half (1/2) paid days accumulation.

12. DISCRETIONARY LEAVE

12.1 Employees On One Hundred Seventy (170) Base Duty Day Employment Contract

Professional employees may be granted two and one-half (2 1/2) days leave of absence for any reason deemed by the employee to be a justifiable reason for absence from duty, however, the employee in making this decision should give consideration to the educational commitments to students. Said leave is not cumulative. Except in cases of emergency, request for such leave must be made to the Executive Officer or his delegated representative at least three (3) college open office days in advance of the absence in order that the effective operation of the college is not jeopardized by excessive absences of staff on a particular date. Reasonable restrictions may be imposed by the Superintendent when in his opinion the college operation is being jeopardized. Up to two and one-half (2 1/2) days per year without deduction of salary must be granted. Salary deductions at a per diem rate will be made for any such leaves granted in excess of two and one-half (2 1/2) days annually. Except in case of emergency, the administration retains the right to approve or disapprove any discretionary leave request for the first or last week (five (5) college open office days) of each school term (quarter or semester), or the college open office day before or after a holiday as defined in Article 26, and/or vacation period as defined in Article 27, or in excess of two and one half (2 1/2) days per year.

12.2 Employees On One Hundred Eighty Six (186) Base Duty Day Employment Contract

Professional employees may be granted three days leave of absence for any reason deemed by the employee to be a justifiable reason for absence from duty, however, the employee in making this decision should give consideration to the educational commitments to students. Said leave is not cumulative. Except in cases of emergency, request for such leave must be made to the Executive Officer or his delegated representative at least three (3) college open office days in advance of the absence in order that the effective operation of the college is not jeopardized by excessive absences of staff on a particular date. Reasonable restrictions may be imposed by the Superintendent when in his opinion the college operation is being jeopardized. Up to three (3) days per year without deduction of salary must be granted. Salary deductions at a per diem rate will be made for any such leaves granted in excess of three (3) days annually. Except in case of emergency, the administration retains the right to approve or disapprove any discretionary leave request for the first or last week (five (5) college open office days) of each school term (quarter or semester), or the college open office day before or after a holiday as defined in Article 26, and/or vacation period as defined in Article 27, or in excess of three (3) days per year.

13. BEREAVEMENT LEAVE

13.1 In case of death of the employee's father, mother, sister, brother, husband, wife, son, daughter, grandfather, grandmother, and comparable relatives of the spouse, the employee will be granted up to five (5) days of absence annually with full pay. Such leave shall not be charged against sick leave, nor shall it be cumulative.

13.2 In addition, up to two (2) days of absence annually with full pay shall be allowed to attend funerals of other relatives or close friends. Such leave shall be granted with full pay to the nearest one-half day and is noncumulative. For local funerals, such leave shall generally constitute only the time necessary to attend the funeral service.

14. EXTENDED PROFESSIONAL LEAVE OF ABSENCE

14.1 Without Pay

(1) An employee may be granted a leave of absence without pay for the purpose of engaging in study at an accredited college or university or a valuable work experience for a period of not less than one semester nor more than one year. This leave may not be renewed more than one time, and the renewal may not be for a period of less than one semester nor more than one year. An employee on leave during the Spring semester must notify the Executive Officer by the first day of March in writing of his/her intent to reassume contractual duties at the college during the succeeding fiscal year, or his/her position will be declared vacant.

(2) The Superintendent may deny such leave for good cause such as, but not limited to, a well-qualified temporary replacement cannot be employed, similarly qualified employees are on extended leave, or the purpose will not create sufficient benefit to the college.

(3) All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contract shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been

earned if this leave had not been utilized, however, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave.

(4) In granting this leave, seniority shall be applied as the deciding factor when other criteria are equal.

14.2 With Pay

(1) An employee may be granted a leave of absence with pay for the purpose of engaging in study at an accredited college or university or a valuable work experience for a period of not less than one semester nor more than one year.

(2) The Superintendent shall have exclusive discretion and authority in granting this leave.

(3) The employee shall agree in writing prior to commencing the leave to remain under continuing contract employment for one full contract year after the contract year in which this leave is granted for one semesters leave, for two full contract years after the contract year in which this leave is granted for two semesters leave, for three full contract years after the contract year in which this leave is granted for three semesters leave (semester is a fall, spring or summer term which is under contract) and further that if the employee does not fully meet the terms of this agreement, the employee shall repay all salary and fringes provided by the college while this leave was in effect.

(4) All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contract shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been earned if this leave had not been utilized, however, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave.

(5) It is desirous that funding for this leave come from external sources if at all possible.

15. LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

15.1 Realizing the importance of quality performance on the part of employees, the Board encourages and supports realistic educational experiences for employees which are directed toward improving performance in his or her contracted duties. One important aspect of education is the attendance of appropriate personnel at workshops, seminars, conferences, institutes and professional meetings.

15.2 Leave of absence with payment of regular salary shall be approved within reason by the Superintendent or his/her delegated representative for an employee for attendance at such activities:

1. If such activities are directed toward:
   - A) The improvement of the qualifications for performance of the employee's contracted/anticipated duties;
   - B) Upholding the interest of the college's educational program.
2. And so long as it is mutually agreed between the employee and his/her supervising administrator that such absences are not seriously detracting from the performance of the contracted job assignment by said employee.

15.3 The approval for such absence should be requested ten (10) days in advance and may be accompanied by a stipulation to pay any legitimately incurred expenses resulting from such attendance. The basis upon which such stipulation is to be made will be (1) available funds budgeted for travel and (2) the degree of value to be received by the college.

15.4 In granting this leave, seniority shall be applied as the deciding factor only when other criteria are equal.

16. ILLNESS IN THE FAMILY

Each employee shall be granted up to three (3) days per year of leave for illness of employee's spouse, child, son-in-law, parent, step parent, father-in-law, mother-in-law, grandparents, grandchildren, brother, sister, brother-in-law, sister-in law, and any other member of the immediate household, of such nature that the immediate presence of the employee is required during his/her working day.

Two additional days may be granted by the Assistant to the Superintendent in case of illness requiring the employee to be with a family member (as defined above) during hospitalization or surgical procedure of a life threatening nature.

There is no specific order in the use of the five days.

The Assistant to the Superintendent may require a physician's statement verifying the illness of the employee's family member.

17. LEAVE OF ABSENCE FOR ASSOCIATION CONFERENCES, CONVENTIONS OR OTHER ACTIVITIES

17.1 A maximum of twelve (12) employee days of paid leave shall be available during the term of this agreement to the Association President to be assigned among the bargaining unit members to attend conferences, conventions, or board meetings and other leadership capacity planning sessions of the state and national affiliated associations. The twelve (12) paid days shall be designated as to individual employee usage by the Association President. Such leave may be denied by the Superintendent or his designee for good cause.

18. JURY DUTY

18.1 Employees shall be excused by the Superintendent with full pay for jury duty with the stipulation that any remuneration paid by the court for such duty, less travel allowance paid by the court, shall be deducted from the salary paid by the Board.

18.2 If the absence of the employee would work a real hardship, the employee or the Executive Officer, or both, should request that the employee be excused from jury service.

19. MILITARY LEAVE OF ABSENCE

Leave of absence shall be granted for active state or federal military service as provided under the Code of Iowa, Chapter 29A.28.

Notice of use of this leave shall be provided to the employee's supervising director promptly after call to duty orders have been received.

20. GOOD CAUSE LEAVE OF ABSENCE

20.1 Extended leave of absence without pay may be granted in writing by the Superintendent.

20.2 All employees granted leave under this policy who work more than 50% of their contract term at duties assigned under their contract shall be eligible for seniority and status that would have been earned if this leave had not been utilized. Employees granted leave under this policy who work 50% or less of their contract term shall not be eligible for seniority and status that would have been earned if this leave had not been utilized, however, the employee shall not lose any seniority and/or status as indicated at the time of commencing this leave. Any employee on leave during the Spring semester must provide written notice to the Executive Office by the first day of March of his/her intent to reassume contractual duties at the college during the succeeding fiscal year or his/her position will be declared vacant.

21. SUPPORT ACCOUNT FOR PROFESSIONAL IMPROVEMENT

In order to assist the employees to pursue the earning of P.I.C. units and attend New Teacher Training Workshops, a Professional Improvement Support Account is established. The amount of this account for the period of this agreement is ten thousand dollars ($10,000.00) which is on a reimbursement basis upon successful completion of the activity. (Loan arrangements may be made when employee evidences such need.)

Application for use of this account shall be made to the Professional Improvement Credit Administrative Committee (see 23.9(4)) with the application forwarded to the Chairman (Personnel Officer) at least five (5) college open office days prior to the proposed starting date of the activity which is to be supported by this account usage. The committee, under unusual circumstances, may waive this time limit.

The Professional Improvement Support Account may be used to support:

1. Tuition & Fees (includes registration), (excludable from income if used to pursue a degree).

2. Books (excludable from income if used to pursue a degree).

3. Travel (transportation, meals and lodging only), (not excluded from income).

The committee shall approve the usage of the above items as follows:

1. New Teacher Training Workshops

    a. Tuition & Fees - actual
    b. Books - actual
    c. Travel - actual

2. Efforts Required to Gain Certification

    a. Tuition & Fees - actual
    b. Books - actual
    c. Travel - Committee shall determine amount.

3. Efforts Directly Related To Assigned Instructional Area

    a. Tuition & Fees - Committee shall determine amount.
    b. Books - Committee shall determine amount.
    c. Travel - Committee shall determine amount.

4. Efforts Directly Related To New Instructional Area Assignment Administratively Requested

    a. Tuition & Fees - Committee shall determine amount.
    b. Books - Committee shall determine amount.
    c. Travel - Committee shall determine amount.

5. Efforts For Personal Improvement (not included in above categories)

    a. Tuition & Fees - Committee shall determine amount.
    b. Books - Committee shall determine amount.

Items approved as Extended Professional Leave of Absence (Article 14) and Leave of Absence For Professional Development (Article 15) shall not be covered under the Professional Improvement Support Account.

For reimbursement of approved expenditures, the employee shall meet "Final Evaluation Of Project" (23.9(7)). The employee shall submit receipts and mileage logs supporting the reimbursement claim to the Personnel Officer. Reimbursement shall be made on items excludable from income by the college through the regular college payable system at the next eligible payment date. Items not excludable from income shall be added to the employee's wages included in the employee's gross pay for the next payroll period or at the employee's option to be spread equally over the number of salary payments under the current employment contract.

Other Conditions:

1. The maximum allocation to any one employee shall not exceed five hundred dollars ($500.00).

2. The usage items (1-5 above) are not intended to represent a priority usage.

3. If there is an unallocated balance as of the end of the term of this bargaining agreement, that balance may be used to fund a cultural/professional improvement type program primarily to benefit the bargaining unit employees. The SCCHEA shall appoint a committee to develop the program. This committee shall include the Superintendent or designee. This cultural/professional improvement type program shall be held on a campus of Southeastern Community College unless exceptional reasons would require another location. The cultural/professional improvement type program shall be held during the period of September through April following the term of this agreement unless the unallocated balance is such that an effective cultural/professional improvement program can not be effectively done and then the committee may continue the unallocated balance to the next September through April period.

22. FRINGE BENEFITS

The Board will provide the employee the fringe benefit plan outlined in this Article.

22.1 Fringe Benefit Coverage Plan

(1) Individual Employee Account:

The Board will provide each employee with an Individual Employee Account from which specified fringe benefits may be provided. The dollars provided by the Board for each individual employee account will be as follows:

(A) Full-Time Employee:

The FY 87 yearly premium costs of the following insurance items:

1. BC/BS single policy including DXL coverage

2. $40,000 Term Life Insurance

3. LTD/90 day waiting period on the average full-time equivalency employee

4. Standard of America Vision Care Protection Plan III single policy coverage

5. BC/BS dependent health insurance including DXL coverage

6. Standard of America Vision Care Protection Plan III dependent policy coverage

7. Plus two hundred dollars ($200.00)

(B) Part-time Salaried Employees

The percentage of full-time employee amount, (A) above, using the percentage indicated in the employment contract of the part-time salaried employee.

(C) Late Starting Employee

The full-time employee amount shall be prorated for the period of months for which the late starting employee is eligible for fringe benefit policy. For a late starting part-time salaried employee, the amount shall be a percentage of the full-time late starting employee amount using the percentage indicated in the employment contract of the late starting part-time salaried employee.

(2) Use Of Individual Employee Account

The employee shall use this account during the 12 month period over which their base contract is paid except late starting employees shall use this account only for the period for which the late starting employee is eligible for the fringe benefit under the terms of the particular fringe benefit policy. The use shall be as follows:

(A) Mandatory Fringe Benefit Use

The individual employee account shall be reduced by the premium costs of the following fringe benefits whether or not the employee elects or declines the coverage.

1. Blue Cross/Blue Shield single coverage including DXL or Blue Cross/Blue Shield Medicare including DXL when applicable.

2. Life Insurance, Term $40,000.

3. Long Term Disability, 90 day waiting period.

4. Standard of America Vision Care Protection Plan III single coverage.

(B) Elective Fringe Benefit Use

The Individual Employee Account shall be reduced by the following coverages if the coverage(s) is elected by the employee.

1. Blue Cross/Blue Shield dependent coverage including DXL.

2. Standard of America Vision Protection Plan III dependent coverage.

Employees once electing this coverage must continue to reduce their Individual Employee Account by the premium unless their dropping this coverage would not reduce the percentage of employees electing this coverage below 70% participation. Seniority shall govern if more than one employee elects, and fewer than that number can be dropped under 70% participation factor.

(C) Balance Of Individual Employee Account Use

The balance of the Individual Employee Account may be used to increase the monthly salary of each employee by 1/12 of this balance, or if a late starting employee, then applying this balance equally to increase the monthly payment indicated in the Individual Employee contract.

(3) Order Of Usage Of Individual Employee Account

Individual employee accounts must be used in the following order of priority:

(A) Mandatory fringe benefits

(B) Elective fringe benefit if elected

(C) Balance of Individual Employee Account

(4) Exclusions from fringe benefits coverage plan

The Individual Employee Account shall not be applicable for the following:

(A) FICA (Social Security)

(B) IPERS (Iowa Public Employee Retirement Systems)

(C) Tax Sheltered Annuities - This is to be done as provided under Iowa and federal regulations.

(D) Any other insurance coverage.

(5) Other Provisions

(A) All insurance coverage is as offered and conditioned by the Iowa Community College Trust and its policy provisions only. The Board is not required to provide any individual employee coverage unless the insurance carrier accepts the risk.

(B) Use of an Individual Employee Account and all coverage mandatory and elective shall only be in effect when the correct procedures have been followed. In addition, no insurance coverage shall be in effect, if the specific insurance policy requires insurance carrier approval of the individual employee coverage requested, until this approval has been granted.

(C) The Board shall purchase the coverage of the mandatory fringe benefits and the elected elective fringe benefit of an employee up to the amount available in the Individual Employee Account. The employee must pay any balance necessary to meet the total cost of mandatory fringe benefits and the elected elective fringe benefit through payroll deduction.

(D) If in the case of a part-time salaried employee the Individual Employee Account will not cover mandatory fringe benefits, the employee has the option to provide the balance of cost through payroll deduction. The employee, however, shall first use the dollars in the Individual Employee Account to cover the Long Term Disability premium. If the employee desires any further use of the remaining balance of the Individual Employee Account, the employee shall designate other mandatory fringe benefits with uncovered cost of same being met by payroll deduction or said remaining balance is lost.

(E) If the Individual Employee Account covers mandatory fringe benefits, but will not totally cover the elective fringe benefit elected by the employee, the employee may pay the balance of the elected elective fringe benefit by payroll deduction. If the employee does not elect an elective fringe benefit, the balance in the account may be used as provided under balance of Individual Employee Account use, 22.1(2)(C).

(F) Other insurance coverage presently offered under the Iowa Community College Trust and presently provided to employees electing same through payroll deduction, and not included in the elective fringe benefit use may be continued through payroll deduction or may be elected by the employee under the terms of the specific policy through the payroll deduction plan.

(G) A continuing employee may only request new or change their present benefits prior to the start of their first full calendar month of duty under each annual individual employment contract or except as mandatorily required by the specific insurance policy or necessitated by a change in the employee's marital or family status pertinent to the coverage.

(H) The amount of salary used to determine the Long Term Disability factor shall be the employee's annual salary as indicated in the employee's continuing contract as of the first duty day of the employee's work year. In the case of new employees whose first duty day is other than the position's normal work year first duty day, then the employee's salary shall be equated to the position's normal work year to determine the Long Term Disability factor. The Long Term Disability factor shall be changed during the employee's present employment contract period only when continuing contract modifications of two thousand ($2,000.00) or more are effectuated.

22.2 Term

(1) Coverage of the above described insurance shall be provided by the Board as indicated in this Article. The coverage shall commence on September 1, 1987, and continue until August 31, 1988. In the event the employee's contract is terminated and salary payments are discontinued, the insurance premiums paid by the Board shall also terminate as of the month in which the last salary payment is made, except that the Board shall pay one additional month's premium at the applicable rate for an employee who is terminated because of staff reduction.

(2) The Board shall obtain coverage for an employee as soon as practicable after the contact of employment is fully executed with coverage to be effective for the month of initial employment, if possible, otherwise the first of the following month.

22.3 Description

The Board shall provide each employee a description of this insurance coverage with issuance of their first salary payments upon employment with the college, and for any changes of coverage.

23. WAGES AND SALARIES

23.1 Basic Schedule

	A	B	C	D
EXPERIENCE STEPS	1 - 14 SEM. HOURS AND/OR P.I.C. UNITS	15 - 29 SEM. HOURS AND/OR P.I.C. UNITS	30 - 44 SEM. HOURS AND/OR P.I.C. UNITS	45 AND ABOVE SEM. HOURS AND/OR P.I.C. UNITS
1-5	17,601.56	17,951.20	18,300.86	18,650.50
6	18,155.16	18,504.82	18,854.46	19,204.11
7	18,708.78	19,058.43	19,408.07	19,757.71
8	19,262.38	19,612.03	19,961.68	20,311.33
9	19,816.01	20,165.64	20,515.30	20,864.93
10	20,369.61	20,719.25	21,068.89	21,418.55
11	20,952.35	21,301.99	21,651.65	22,001.29
12	21,535.10	21,884.74	22,234.40	22,584.03
13	22,117.84	22,467.49	22,817.13	23,166.79
14	22,700.59	23,050.23	23,399.89	23,749.52

DEGREE COMPENSATION

A.D. & D.I.P.	B.D.	M.D.	E.S.D.	D.D.
$1,223.76	$2,447.53	$3,146.82	$3,846.12	$4,545.41

B.D. BASE $20,049.09 M.D. BASE $20,748.38

SCHEDULE MINIMUM $17,601.56 SCHEDULE MAXIMUM $28,294.93

MAXIMUM SALARY INCLUDING EXPERIENCE BEYOND SCHEDULE LIMITS $31,944.93

23.2 Any portion of the schedule or guidelines which refers to college credit or educational degrees shall be interpreted as credit or degrees earned from an educational institution accredited by a regional accrediting association or recognized and approved by the Department of Education or some other appropriate agency of the state in which the institution is located, unless an exception is so specified in the schedule or guidelines.

Experience Beyond Schedule Limits

$365.00 per year for each year or major portion thereof (more than 50%) of satisfactory service at the institution after the year in which the employee has progressed to Step 14 since 1970-71 (excluded) and excluding the 1973-74 fiscal year due to freeze in step advancement for all employees that year. In the case of administrative recommendations based on three (3) consecutive years of outstanding performance, the Board may advance an employee one (1) additional increment. Such an advancement may be made to the same employee more than once, but each such advancement must be supported by a different three (3) consecutive years of outstanding service performed after the 1975-76 contract year.

This practice may be followed until such time as 10 such increments beyond Step 14 have been earned. No additional increments or partial increments beyond ten will be granted, however, any schedule changes made during or after the time this limit is being or has been reached will apply to said individual.

These increments are not automatic but must be earned by satisfactory performance the previous year. An administrative determination of unsatisfactory performance including a recommendation to deny the increment advancement shall be made to the Board. Such information also shall be supplied in writing to the individual or the Association or both in advance of such Board action. The Board shall not withhold the increment advancement for other than just cause. All such Board action to deny the increment advancement will be followed by an administratively developed performance improvement plan for the affected individual employee which outlines mutually agreed to performance objectives for the following year.

Increment advancements will be made once each year at the beginning of the Fall Semester.

23.3 Educational Stipend

The educational stipend policy was discontinued as of June 30, 1976, however, accumulated credit will be retained by each employee for use under the provisions of the Support Account For Professional Improvement except there shall be no limit on the amount used other than the employees stipend amount. The individual educational stipend balances shall be used by June 30, 1990 at which time this Educational Stipend policy shall expire.

23.4 Schedule Advancement And Limitations On Same

(1) Step Advancement

A one (1) step advancement will be given to each full-time or regular part-time salaried employee for each full year or major portion thereof (more than 50%) of satisfactory service at the institution. In the case of administrative recommendations based on three (3) consecutive years of outstanding performance, the Board may advance an employee one (1) additional step. Such an advancement may be made to the same employee more than once, but each such advancement must be supported by a different three (3) consecutive years of outstanding service performed after the 1975-76 contract year.

Step advancements are not automatic but must be earned by satisfactory performance the previous year. An administrative determination of unsatisfactory performance including a recommendation to deny step advancement shall be made to the Board. Such information also shall be supplied in writing to the individual or the Association or both in advance of such Board action. The Board shall not withhold step advancement for other than just cause. All such Board action to deny step advancement will be followed by an administratively developed performance improvement plan for the affected individual employee which outlines mutually agreed to performance objectives for the following year.

Any compensation beyond the limits of the schedule will be covered by excess experience increments.

Step advancements will be made once each year at the beginning of the Fall Semester.

(2) Class Advancement

Class advancement will be awarded only at the beginning of the Fall Semester. Applications requesting said advancement must be properly filed no later than September tenth (10th) of the year covered by this agreement.

Said class advancement will be awarded upon request by the employee through established procedures, for each full segment of fifteen (15) non-P.I.C. semester hours of college credit and/or P.I.C. units earned and validated by September tenth (10th) of the period covered by this agreement. Applicable P.I.C. units may either be approved college credit or units awarded under one of the non-traditional options.

Any P.I.C. units, calculated to the nearest one-tenth, remaining after the establishment of class placement (up to a maximum total of eighty (80) P.I.C. units per employee per degree level) will be compensated for at the rate of eleven dollars and 66/100 ($11.66) per unit, prorated to the nearest one-tenth per year until such time as they are utilized for either further class or degree advancement.

The class advancement process starts anew each time a validated higher degree level is claimed by an employee for degree compensation advancement, with all remaining non-P.I.C. semester hours of college credit and/or P.I.C. units (unapplied in the degree advancement process) being applied to a new class assignment and/or P.I.C. unit compensation.

The number of semester hours of credit being transferred from non-P.I.C. and/or P.I.C. units for degree advancement will be determined by the institution issuing the degree.

(3) Degree Level Advancement

Changes in degree level will be made only once during the life of this contract, said changes being made upon proper application filed with the Superintendent or his designee by September tenth (10th) of the period covered by this agreement.

College credits and/or P.I.C. units used in earning a higher degree level may not be used again for class advancement of P.I.C. unit compensation, nor will the P.I.C. units be counted against the maximum allowable limits of eighty (80) P.I.C. units at the newly established degree level.

(4) Professional Improvement Credit Advancement

Salary adjustments resulting from satisfactory completion of P.I.C. units will again be made only once each year and again will be based on earned units properly validated by September tenth (10th) of the period covered by this agreement.

23.5 Individual Salary Calculation

The total annual contracted salary for an individual employee will be determined by totaling the correctly calculated amounts as established by these guidelines for each of the following factors:

1. Experience Step
2. Class Column
3. Degree Level
4. Excess Experience
5. Professional Improvement Credit
6. Extended time (as computed in the extended time wage article)
7. Overtime/Overload
8. Supplemental Pay
9. Educational Stipend - See Board Policy #458 and Guidelines for usage and payment procedures.

The amounts so derived for each factor will constitute the total contracted salary for each employee.

Per diem rate is total of items 1 through 5 divided by the number of days on which the salary schedule is premised.

23.6 Method of Payment

(1) Pay Periods

Each employee shall be paid in 12 equal installments on the twenty-fifth (25th) of each month. Employees shall receive their checks on regular school days at their regular school building unless the employee requests in writing the paycheck be mailed to a given address except late starting employees shall have monthly installments prorated for the employment contract duration.

(2) Exceptions

When a pay date falls on an office closed day, employees shall receive their paychecks on the last previous college open office day.

(3) Summer checks, other than for summer employees, shall be mailed to the address designated by the employee if the employee so requests in writing.

23.7 Schedule Placement Of Newly Employed Personnel

Any employee not under a full-time or regular part-time salaried contract for the year previous to the year covered by this agreement shall be placed on the salary schedule as indicated.

(1) Degree level compensation shall be determined by the highest degree possessed by the new-hire at the time of contract issuance.

(2) Step placement shall be made by the Personnel Officer after an assessment of length and appropriateness of teaching experience and/or work experience related to the employee's assignment at the time the contract is issued with the maximum schedule placement of Step 14. The teaching or work experience to be applicable must be directly related to the employee's assignment, must have been full time and have covered at least a nine month duration. However, initial placement shall include assignment related experience gained as a result of a regular part-time employment of at least a nine month duration but will not be considered on a pro rata basis.

Unlimited step placement up to five (5) excess increment steps may be made by the Superintendent after a review with the SCCHEA President, SCCHEA Vice President and the Personnel Officer if the following determinations have been made by the administration:

(A) A survey of educational institutions and when appropriate, business and industrial concerns produces valid evidence that the standard salary/wage scale in effect at the college is quite obviously deficient to meet the demand of qualified candidates for the position.

(B) The usual employment procedure has been followed and the failure to fill a vacancy is obviously traceable to an inadequate salary/wage structure.

(3) Class assignment shall be based on the number of semester hours of earned college credit for a non-degreed person or the number of semester hours of earned college credit earned subsequent to the highest degree awarded at the time the contract is issued. Additional semester credit hours earned between the issuance of the contract and the September tenth (10th) of the period covered by this agreement will also be applied if properly verified by that date.

(4) Validation of information upon which salaries are based will be as follows:

(A) In the case of college credits and/or highest earned degree, the employee will present official transcripts indicating same to the Personnel Officer.

(B) In the case of teaching and/or work experience, the Personnel Officer will verify to his/her satisfaction the type of experience and length of time engaged in each such experience.

(5) College credit or degrees must have been earned from an educational institution accredited by a regional accrediting association or approved by the Department of Education or some other appropriate approving agency of the state in which the institution is located.

23.8 Definitions

(1) Full-time Employee - Any salaried faculty including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director who is under contract for the number of days established by the Board for salary schedule negotiations, with no less than a full-time assignment load will be a full-time employee. This also includes personnel employed after the opening of any academic term when the position is indicated as full-time under the above criteria and the position is intended to be continued.

(2) Regular Part-time Salaried Employee - Any salaried faculty including counselors, librarians, certificated media personnel, certificated learning center personnel, division heads, program coordinators, and athletic director who is under contract for the number of days established by the Board for salary schedule negotiations, with less than a full-time assignment load will be a regular part-time salaried employee. This also includes personnel employed after the opening of any academic term when the position is indicated as part-time under the above criteria and the position is intended to be continued.

23.9 Professional Improvement Credit Plan Guidelines

(1) Purpose

(A) To improve the performance qualifications of professional personnel employed at Southeastern Community College.

(B) To recognize the efforts and expense incurred by Southeastern Community College professional employees in their pursuit of approved endeavors toward the improvement of performance of any employee in his/her present assignment or an administrative anticipated future assignment.

(2) Available options for earning professional improvement credits. (All such credits must be processed in accord with procedural steps outlined in these guidelines.)

(A) Formal (traditional) education resulting in the granting of college credit by an institution possessing regional accreditation and/or approval by the state agency under whose jurisdiction it rightfully falls.

Coursework or subject matter in order to be accepted under the P.I.C. plan, said credits must be classified by the granting institution at or above the appropriate level (junior college, senior college, or graduate) to meet educational advancement needs of the involved professional employee, and must also meet one or more of the following criteria:

1. Subject matter must be relevant to the assigned teaching or service area.
2. Subject matter must be relevant to an administratively anticipated assigned teaching or service area.
3. Subject matter must be relevant to general education or to methods and techniques to be used in the assigned teaching or service area.
4. Subject matter must be needed by the individual to meet or improve certification and/or approval status.

Ratio Of Application

One P.I.C. will be granted for each semester hour of academic credit so earned and properly processed. P.I.C.'s granted as a result of the conversion of quarter credit hours to semester credit hours will be granted to the nearest one-tenth.

(B) Informal (non-traditional) and non-college bearing education, the validity and worth of all such educational activities, as well as the capabilities of the sponsoring institution or agency, will be established by the P.I.C. administrative committee before granting initial approval of a proposal.

Coursework Or Subject Matter

In order to be acceptable under the P.I.C. plan, the subject matter covered in such activities must meet one or more of the following criteria:

1. Subject matter must be relevant to the assigned teaching or service area.
2. Subject matter must be relevant to an administratively anticipated assigned teaching or service area.
3. Subject matter must be relevant to methods and techniques to be used in the assigned teaching or service area.
4. Subject matter must be needed by the individual to meet or improve certification and/or approval status.

Ratio of Application

The formula applied to this type of educational experience to determine the number of P.I.C.'s so earned during each such activity will be:

$$\frac{\text{Approved Clock Hours of Involvement}}{20} = \text{P.I.C.'s (to the nearest one-tenth)}$$

P.I.C.'s will be granted only once for a particular informal educational experience or one of a similar nature regardless of repeated attendance.

(C) Practical Work Experience

The validity and worth of all such work experience, as well as the capabilities of the employer to provide the extent and type of experience needed by the employee to update and expand his knowledge for the purpose of improving his instructional or service capabilities, will be established by the P.I.C. administrative committee before granting initial approval of the proposal.

Work Experience Area

To be acceptable, job placement must be in a business, industry, or institution owned and/or managed by someone other than the employee or the members of his/her immediate family (father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son, daughter, grandfather and grandmother). In order to be acceptable under the P.I.C. plan, the work experience must be deemed of such a nature as to meet one or more of the following criteria:

1. Work experience will result in knowledge of the operation and use of more recently developed equipment and/or processes relevant to instructional areas being covered in an assigned teaching or service area than the equipment or processes presently being used in said instructional or service area.

2. Work experience will result in knowledge of the operation and use of more recently developed equipment and/or processes relevant to instructional areas to be covered in an administratively anticipated teaching or service assignment than the equipment or processes presently being used in said instructional or service area.

3. Work experience will result in a greater understanding of the nature and scope of the many practical applications of knowledge and skills taught in an assigned teaching or service area, thus adding purpose and meaning to both the instructional and learning process.

Ratio Of Application

The formula applied to this type of educational experience for determining the number of P.I.C.'s so earned during each such job assignment will be:

$$\frac{\text{Approved Clock Hours of Employment}}{40} = \text{P.I.C.'s (to the nearest one-tenth)}$$

(D) Non-S.C.C. Teaching Or Professional Service Experience

1. P.I.C.'s may be earned for teaching or professional services performed on a post-secondary campus other than an S.C.C. campus for another post-secondary educational institution accredited or approved by a regional accrediting agency and/or the state agency under which the institution operates, if such experience is deemed by the committee to be of value to S.C.C., is approved in advance by the P.I.C. administrative committee, and so long as said experience does not constitute part of the employee's college employment contract responsibilities.

Teaching Or Service Area

Said experience may be in any instructional or service area regardless of the teaching or service area of the individual's assignment at Southeastern Community College, so long as said experience is on a post-secondary campus other than an S.C.C. campus.

Ratio Of Application

1. One P.I.C. for each week of full-time instructional and/or professional service.

2. If less than a full-time assignment, the following formula will be used to determine the number of P.I.C.'s so earned.

   Percent of full-time assignment x weeks of assignment = P.I.C.'s (to the nearest one-tenth).

2. P.I.C.'s may be earned for teaching or professional services performed on an S.C.C. campus for another post-secondary educational institution accredited or approved by a regional accrediting agency and/or the state agency under which the institution operates, if such experience is deemed by the committee to be of value to S.C.C., is approved in advance by the P.I.C. administrative committee, and so long as said experience does not constitute part of the employee's college contract responsibilities.

Teaching Or Service Area

Said experience may be in any instructional or service area regardless of the teaching or service area of the individual's assignment at Southeastern Community College.

Ratio of Application

1. Three fourths P.I.C. for each week of full-time instructional and/or professional service.

2. If less than a full-time assignment, the following formula will be used to determine the number of P.I.C.'s so earned.

   (Percent of full-time assignment x weeks of assignment) divided by 2 = P.I.C.'s (to the nearest one-tenth).

(E) Special Projects

Carefully developed special projects designed to improve the teaching or service performance of an employee may be submitted for consideration by the P.I.C. administrative committee. Said projects, if approved, will be conducted under the supervision of the Instructional Services Director or his/her designee.

Teaching Or Service Area

1. Any such special project must be of such nature as to produce improvement in one's capabilities to perform in his present assignment, or
2. To produce improvement in one's capabilities to perform in an administratively anticipated assignment.

Ratio Of Application

The formula used to determine the number of P.I.C.'s to be granted for each such project will be as follows:

$$\frac{\text{Anticipated Hours Of Actual Project Work}}{50} = \text{P.I.C.'s (to the nearest one-tenth)}$$

P.I.C.'s may not be granted for any portion of a special project which can realistically be considered as a duty or responsibility to be conducted as a part of one's contracted assignment.

Planning, conferences with supervisor, travel, preparatory, and proposal development time will not be included as actual project work in the above formula.

(3) General P.I.C. Restrictions

Professional improvement credits may be earned by Professional personnel only while they are under a full-time or regular part-time salaried contract with Southeastern Community College and/or while under an approved Extended Professional Leave of Absence, 14.1 Without Pay; Discretionary Leave or Good Cause Leave Of Absence.

Work done toward P.I.C.'s will not in any way conflict with the contracted for performance, assignment, or duties of a Southeastern Community College employee. (New Teacher Workshops are not eligible for participation under the P.I.C. plan.)

Southeastern Community College will supply no materials or make any reimbursements toward expenses involved in the earning of P.I.C.'s nor will employees work on such projects during duty assignment hours.

Any wages earned, grants received, fringe benefits derived, products produced, or other tangible gains legitimately enjoyed by an employee while involved in earning P.I.C.'s, may remain his sole possession.

(4) General Procedures For Granting P.I.C.'s

There shall be established a professional improvement credit administrative committee composed of the Personnel Officer (Chairman) and the Campus Directors (North, South & ISP), along with one (1) employee from each campus (North, South & ISP) of which at least one must instruct in the Arts & Sciences Division and at least one must instruct in the Career Education Division appointed by the Association President. This committee shall consider all such proposals as well as evaluate the results of all executed approved proposals. In giving these considerations, the committee will observe the established general guidelines initially developed on professional improvement credits. The committee is also empowered to develop more definitive statements relative to and within the limits prescribed in these general guidelines in order that uniformity in interpretation and practice will be assured.

(5) Initial Consideration Of Proposals

All proposals to earn P.I.C.'s must be submitted to the committee chairperson by the employee on the prescribed form within at least five (5) college open office days prior to the proposed starting date of activities related to said proposal. The P.I.C. committee under unusual circumstances may waive this time limit.

At the discretion of the committee chairperson, the proposer and/or other resource personnel may be asked to be present when the proposal is being considered.

After a careful analysis of the proposal, the P.I.C. administrative committee will, by majority vote, take action as follows:

1. Grant initial approval of the proposal as presented.
2. Grant initial approval of the proposal contingent upon clearly outlined modifications and/or stipulations.
3. Reject proposal for clearly stipulated reasons.

Upon the initial approval of any proposal for the earning of P.I.C.'s, said proposal will be signed by both the employee and the Personnel Officer and copies will be distributed to the employee, Personnel Officer for placement in the employee's personnel file, and the P.I.C. committee file.

(6) Administrative Monitoring

At the time of approval of any proposal, a P.I.C. administrative committee member will be assigned to periodically monitor (as deemed necessary) the progress of execution of said proposal.

(7) Final Evaluation Of Project

Upon completion of a project, the involved employee will submit to the P.I.C. administrative committee, the previously agreed to information and materials (stipulated in the proposal) for review and evaluation.

Within twenty (20) college open office days of said submittal, the P.I.C. administrative committee will review the information and materials so submitted and evaluate same to determine the degree of compliance with objectives outlined in the approved proposal.

Upon completion of this evaluation process, the P.I.C. administrative committee will take one of the following actions:

1. Grant full credit for the project based upon satisfactory completion as outlined in the approved proposal.
2. Grant partial credit or no credit based on the degree of compliance with established objectives outlined in the approved project proposal and value of same toward improved instructional qualifications.

(8) Issuance of P.I.C. Certificates

A report of any credits so granted by the P.I.C. committee will be submitted to the Superintendent on the prescribed form, who will then issue a certificate of credit for same. The official certificate will be forwarded to the employee and a copy will go to the Personnel Officer for inclusion in the personnel folder of said employee. The Personnel Officer will maintain a current record of all professional improvement credits earned by each professional employee.

(9) Limitation On The Earning Of P.I.C. Units

The maximum number of P.I.C. units which may be approved for a full-time employee during any one semester in which they are performing full-time contracted duties will be limited to seven (7). For regular part-time salaried employees, this limitation will be adjusted upward in direct proportion to their prorated assignment. No employee (full-time or regular part-time salaried) will be approved to undertake more than eighteen (18) P.I.C. units during a semester in which they are not performing contracted duties.

A maximum of twenty (20) units may be earned during any one year (September through August).

A total accumulation of eighty (80) P.I.C. units is the maximum allowable for any one individual at any particular time.

24. SUPPLEMENTAL PAY

24.1 The pay for each supplemental pay position for which a continued assignment is approved by the Board of Directors and the supplemental pay range for a newly assigned position, unless these newly assigned positions are considered as included as part of the basic assignment and thus included in the basic wage in order to bring an employee up to a full load, shall be as follows:

24.2 Supplemental Pay Schedule

ASSIGNMENT	ESTABLISHED RANGES	PAY NORTH CAMPUS	PAY SOUTH CAMPUS
Head Basketball Coach	816-1,632	1,632	
Asst. Basketball Coach	408-816		
Baseball Coach	408-816		
Agriculture Club	204-408		
Golf Coach	204-408	469	469
Tennis Coach	204-400		
Intramurals	408-612	622	510
Music Activities	816-1,224		1,224
Design Consultant	306-520	622	
Speech and Drama	204-408	367	
T & I Club Sponsor	204-408		
Nursing Club Sponsor	204-408		
Philosophy Club Sponsor	204-408		
Criminal Justice Club Sponsor	204-408	306	
O.E. Club Sponsor	204-408	306	306
Jr. Engineering Club Sponsor	204-408	300	
Science Club Sponsor	204-408	306	
Cheerleader Sponsor	204-408		
Newspaper	408-612		
OSHA Coordinator	367-612	306	
Student Senate Sponsor	612-816	918	918
Art Club Sponsor	204-408		
Art Consultant	204-408		377
Food Service Manager	714-938		
Activity Manager	612-816	836	
Ticket Manager	714-938	938	
Retail Marketing Club	204-408		
Social Science Club	204-408		
Softball Coach	408-816		
Gunsmith Club	204-408		
Soccer Club	204-408		
International Club Sponsor	204-408		

25. OVERLOAD PAY

25.1 Overload pay shall be paid to any employee teaching college credit courses under the following conditions:

(1) An employee who, under the tentative teaching assignment, has an average term load of more than 16 credits per semester or 25 contact periods per week, shall be paid at the rate of $16.25 per contact period for all contact periods above an average term load of 16 credits per semester or 25 contact periods per week.

(2) An employee, who under the tentative teaching assignment, has an average term load of 16 credits per semester or 25 contact periods per week, shall be paid at the rate of $16.25 per contact period for any teaching load unilaterally assigned in excess of the tentative teaching assignment.

(3) An employee, who under the tentative teaching assignment, has at least an average term load of 14 credits per semester or 20 contact periods per week shall be paid at the rate of $16.25 per contact period for any teaching load unilaterally assigned beyond the tentative teaching assignment and outside a nine contact period continuous time span.

(A) Any teaching load unilaterally assigned beyond the tentative teaching assignment within a nine contact period continuous time span, which with the tentative teaching assignment, does not create an average term load of 16 credits per semester or 25 contact periods per week, will not be additionally compensated and will be considered as load under basic salary schedule compensation.

(B) Any teaching load unilaterally assigned, which with the tentative teaching assignment creates an average term load of 16 credits per semester or 25 contact periods per week, will have the contact periods beyond the average term load of 16 credits per semester or 25 contact periods per week paid at the rate of $16.25 per contact period.

(4) An employee, who under the tentative teaching assignment, has less than an average term load of 14 credits per semester or 20 contact periods per week and is therefore classified as a regular part-time salaried employee, shall be paid at increased proration of the salary for a full-time employee for all teaching loads unilaterally assigned, which with the tentative teaching assignment, creates an average term load up to 14 credits per semester or 20 contact periods per week.

Any unilaterally assigned teaching load beyond the tentative teaching assignment which with the tentative teaching assignment creates an average term load of more than 14 credits per semester or 20 contact periods per week shall, for the contact periods beyond 14 credits per semester or 20 contact periods per week, be handled as specified in (3)(A) or (B) above, whichever is applicable.

(5) Employees assigned student supervision in the Career Education Programs at the Iowa State Penitentiary Campus shall be paid overload pay when the assigned supervision is in excess of an average term load of 25 contact periods per week.

25.2 The Board retains the right to determine whether loads for full-time or regular part-time salaried employees shall be measured in credit or contact hours. Such determination shall be compatible with the Code of Iowa and the Iowa Department of Public Instruction standards.

25.3 Employees shall not be unilaterally assigned duty hours outside a nine contact period continuous time span during any school day or outside a five consecutive day school week under the tentative teaching assignment, however, employees may mutually agree with the Board for assignment outside of these limits in order to bring the employe load within the range of a full-time load. The nine contact period continuous time span shall include a one hour meal break, and Saturdays and Sundays shall be excluded from the five consecutive day school week.

25.4 The load created by participation type courses where the course instructor is receiving supplemental pay as an activity sponsor, coach, etc. and the activity is related to the content of the participation course, shall not be considered when calculating overload.

25.5 A two (2) semester tentative assignment, when changed to include a full-time summer term assignment, will have the additional summer term assignment calculated under the Extended Time Wage Article and overload pay will only apply when the total assignment for the two (2) semester and a summer term load is in excess of an average of 16 credits per term or 25 contact periods per week. The overload will be paid as indicated in (2) above.

25.6 A two (2) semester tentative assignment, when changed to include less than a full-time summer term assignment, will have the additional summer term assignment calculated under the Extended Time Wage Article and overload pay shall not apply.

25.7 Extended time wages do not apply to part-time hourly faculty in that part-time hourly faculty are not included in the Certified Bargaining Unit.

26. HOLIDAYS

26.1 The following days are unpaid holidays when employees shall not be expected to be on duty:

July 3, 1987
September 7, 1987
November 26 & 27, 1987
December 23, 24, 25, 28, 29, 30 & 31, 1987
January 1, 1988
March 31, 1988
April 1 & 4, 1988
May 30, 1988

26.2 If duty is required on a designated holiday, the per diem rate shall be paid. Work shall be assigned on holidays only in case of emergency.

27. VACATIONS

The following days (in excess of holidays) are unpaid vacation days when employees shall not be expected to be on duty:

October 16, 1987
November 25, 1987
December 21 & 22, 1987
January 4, 5 & 6, 1988
February 15, 1988
March 28, 29 & 30, 1988

28. EXTENDED TIME WAGES

28.1 Employees shall be additionally compensated for assignments beyond the number of duty days upon which the salary schedule is premised by using one of the following applicable methods:

(1) Extended time wages for instructional employees whose extended time assignment constitutes a full-time load will be based on the following formula:

Per diem rate x # of duty days of extended time assignment = Extended Time Wage.

(2) Extended time wages for instructional employees whose extended time assignment constitutes less than a full-time load will be based on the following formula:

$$\text{*Salary Schedule Wage} \times \frac{\text{Extended Time Load}}{\text{Applicable Maximum Load Upon Which Salary Schedule Is Premised}} = \text{Extended Time Wage}$$

(3) Extended time wages for counseling, learning resources of I.L.C. employees whose extended time assignment constitutes a full-time load will be based on the following formula:

Per diem rate x # of duty days of extended assignment = Extended Time Wage

(4) Extended time wages for counseling, learning resources or I.L.C. employees whose extended time assignment constitutes less than a full-time load will be based on the following formula:

$$\text{*Salary Schedule Wage} \times \frac{\text{Extended Time Load}}{\text{Applicable Maximum Load Upon Which Salary Schedule Is Premised}} = \text{Extended Time Wage}$$

* The salary schedule wage is calculated by using items 1 through 5 under the Salary Article section Individual Salary Calculations.

28.2 Methods described in (1) and (2) above apply only to the primary (mandatory under the program curriculum and scheduled by the supervising director) course offerings of career education programs that have a two (2) semester and a summer term curriculum operation per school year. Overload compensation will not be paid under an extended time assignment unless overload compensation is applicable under the Overload Article of this agreement.

28.3 Methods described in (3) and (4) above apply only to an employee assigned to the same position (job classification) as that assigned during the two (2) semester assignment. Overtime compensation will not be paid under an extended time assignment unless overtime compensation is applicable under the Overtime Article of this agreement.

28.4 Extended time wages do not apply to part-time hourly faculty in that part-time hourly faculty are not included in the certified bargaining unit.

29. OVERTIME PAY

29.1 The computation of overtime as set forth below applies to employees whose workloads are measured on an hourly time span.

(1) The Board shall have the right to assign hours of duty to these employees.

(2) The employee shall be paid $14.75 for each hour assigned and worked over 37.5 hours in any week period for employees under a 186 day base year assignment or over 41.25 hours in any week period for employees under a 170 day base year assignment. However, compensatory time may be mutually agreed to in lieu of overtime compensation.

(3) Employees shall not be unilaterally assigned duty hours:

(A) Outside a nine hour continuous time span for employees under a 186 day base year assignment or outside a nine (9) contact period continuous time span for employees under a 170 day base year assignment.

(B) On Saturday and/or Sunday.

30. SEPARABILITY

30.1 If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. The remaining provisions and applications shall remain in full force and effect. The Board agrees to give notice and opportunity for bargaining to the Association before the Board institutes a replacement provision or application. In the event the Association disagrees with the replacement provision or application after written notification of implementation by the Board, a grievance may be filed at Level Four, Part B, of the grievance procedure of this agreement. Negotiations shall be limited to the subject of the illegal provision or application.

31. NOTICE AND SERVICE

31.1 All formal notices under this agreement, unless elsewhere specified, shall be in writing and shall be served by restricted certified mail, return receipt requested. Refusal of service of restricted certified mail shall be considered service. Time periods shall commence from the date of receipt of the notice. Either party may, at any time, execute and deliver an acceptance of service in lieu of mailed notice.

31.2 Notice shall be given to the Association as follows:

Southeastern Community College
Higher Education Association President
c/o Southeastern Community College
(appropriate campus and address)

31.3 Notice shall be given to the Board as follows:

Board Secretary
Southeastern Community College
Highway 406 & Gear Avenue
West Burlington, Iowa 52655

32. DURATION

32.1 This agreement shall be in effect as of July 1, 1987, and shall continue in effect until June 30, 1988. This agreement constitutes the entire agreement between the parties hereto, and any modifications of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the agreement during its life. In the event of a conflict between this clause and the separability clause, the separability clause shall be controlling.

SOUTHEASTERN COMMUNITY COLLEGE

President

Board Secretary

March [illegible] 1987
Date

SOUTHEASTERN COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCIATION

John W. Heard
President

William Payne
Chief Negotiator

3/10/87
Date

APPENDIX A

GRIEVANCE FORM

GEN 116-376

(For Use in Levels II, III, IV)

Name of Grievant ____________________ Date Filed ____________________

TYPE OF GRIEVANCE (Check One): ☐ Individual ☐ Group ☐ Association

GRIEVANCE INFORMATION:

Date and time of Occurrence of Grievance Situation: ________ A.M. P.M. ________________, 197__

Section(s) of Agreement Violated: ____________________

Statement of Grievance Facts: ____________________

(Use attachment if space inadequate)

ACTION SOUGHT: ____________________

(Use attachment if space inadequate)

Signature of Grievant	Date	Association Representative	Date

LEVEL II DIRECTOR RECEIPT ____________________ Director Signature ____________ Date

Note: After signing, Director removes Pink & Goldenrod copies. Send Goldenrod copy to Superintendent. The Association keeps White, Green and Canary copies.

LEVEL III - Use for appeal of Level II decision:

The following request the above grievance to be processed through Level III:

Grievant	Date	Association Representative	Date

Received Level III request ____________________ Superintendent ____________ Date

Note: After signing, the Superintendent removes the Canary copy. The Association keeps White and Green copies

LEVEL IV - Use for appeal of Level III decision to Arbitration:

The following request the above grievance to be processed through Level IV - Arbitration:

Association Representative	Date	Employee Signature when original employee grievance only	Date

Received Level IV request ____________________ Superintendent ____________ Date

Note: After signing, the Superintendent removes Green copy. The Association keeps White copy.

APPENDIX B

GEN 118-476 (Rev. 9/86)

SOUTHEASTERN COMMUNITY COLLEGE

PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION DUES

TO: Financial Services Director

I hereby request and authorize the Board of Directors of Southeastern Community College as my remitting agent to deduct the following Association Membership Dues from my earnings each month as follows. It is understood that the total yearly membership dues deduction will be divided into twelve (12) equal installments with the first deduction on the October payroll and the last deduction on the following September payroll except when leaving the college's employment prior to the September payroll deductions, the balance of the yearly dues commitment shall be deducted from my last payroll check. I understand that this payroll deduction authorization will continue in effect unless terminated by giving thirty (30) days written notice to the Financial Services Director.

The total dues membership deduction amount is $_______________. This amount may be revised upon notice by the Association to the Financial Services Director of a membership dues change.

It is further understood that Southeastern Community College does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above. Request must be submitted on or before October 15 of any college year.

____
Date

____
Employee's Signature

Instructions: Forward completed form to Business Office. Receipt will be noted and copies will be distributed as follows:

WHITE - Financial Services Director; CANARY - Employee; PINK - SCCHEA President

SOUTHEASTERN COMMUNITY COLLEGE
SCCHEA BARGAINING UNIT

APPENDIX C

1987-88

EMPLOYEE: ______________________________

PERIOD COVERED: ____________________ THROUGH ____________________

INDIVIDUAL EMPLOYEE ACCOUNT

AMOUNT ________

MANDATORY FRINGE BENEFIT USE

BC/BS Single Coverage + DXL ________

Life Insurance Term/ $40,000 ________

Long Term Disability ________

Optical Single Coverage ________

Total Mandatory Use ________

BALANCE (if negative, must be covered by payroll deduction) ________

OPTION 1 = **ELECTIVE FRINGE BENEFIT USE**

BC/BS Dependent Coverage + DXL ________

Optical Dependent Coverage ________

Total Elective Use ________

BALANCE (if negative, must be covered BY PAYROLL DEDUCTION) ________

OPTION 2 = **BALANCE OF INDIVIDUAL EMPLOYEE ACCOUNT TO SALARY**

Amount Available for Salary Use ________

Monthly Salary Payment Amount ________

______________________________ Employee's Signature

______________________________ Date

ERIC Clearinghouse for
Junior Colleges JUL